

## Residential Child-Care Contract

Contract Number		Resource Number	
Facility Number		Facility License Type	
Provider Enrollment Number		Renewal Number	

### GENERAL CONDITIONS

- 1. Contracting Parties.** Pursuant to its authority under Texas Human Resources Code (HRC) §40.058, the Texas Department of Family and Protective Services, (Department or DFPS), and \_\_\_\_\_, (Contractor), enter into this contract (Contract). This Contract, along with all Attachments, constitutes the entire and complete agreement between the parties. In this Contract, all references to the Department will include the Texas Health and Human Services Commission (HHSC) and any other agency named in Chapter 531 of the Texas Government Code to the extent that HHSC has transferred DFPS' functions related to this Contract to itself or to such other agency pursuant to HHSC authority in Texas Government Code §531.0055, or any other statutory authority of HHSC. When acting in such capacity, HHSC or such other agency is an authorized agent acting on behalf of DFPS.
- 2. Governing Law.** This Contract will be construed in accordance with the laws of the State of Texas (State). Unless otherwise mutually agreed, the venue will be in State District Court, Travis County, Texas, and resulting payments will be due and payable in Travis County, Texas. This Contract shall not be construed to waive any rights, duties, or immunities that either party has under the laws of the State of Texas and the United States.
- 3. Independent Contractor.** Contractor will serve as an independent contractor in providing services under this Contract. Contractor's employees will not be construed as employees of DFPS or the State of Texas. Contractor has sole authority and responsibility to employ, discharge, and otherwise control its employees and contractors. Contractor is responsible for providing all necessary unemployment and workers' compensation insurance for the Contractor's employees.
- 4. Purpose.** The purpose of the residential child-care contract is to establish the qualifications, standards, and terms of delivering specified services to Children in contracted care, to set the terms and conditions of operations and payment, and to specify the method of ensuring delivery of contracted services. The goal of residential child care is to protect the well-being of the Child, enhance the Child's functional abilities in a 24-hour residential child-care setting, and

prepare the Child for his/her Permanency Goal, by providing the following services as appropriate:

- A) Child-Care and Treatment Services;
- B) Service Planning for educational, recreational, vocational, transitional and experiential learning activities;
- C) Behavioral Health, diagnostic assessment, and health/preventive health care services;
- D) Supervision for all activities and services while in the Contractor's care;
- E) Continuity of care for the integration and coordination of all services referenced in Sections 9-22 of this Contract;
- F) Referral to service providers to meet each Child's specific needs, including, but not limited to, Department of Aging and Disability Services (DADS), Department of State Health Services (DSHS), Department of Assistive and Rehabilitative Services (DARS), Early Childhood Intervention (ECI), local Mental Retardation Authority (MRA), local Mental Health Authority (MHA), and HHSC.

**5. Applicable Contract Provisions.** This Contract contains the terms applicable to all Residential Child-Care Service contracts including those with Child-Placing Agencies (CPA) and General Residential Operations (GRO).

- A) If the Contractor is a CPA, all terms of the Contract apply.
- B) If the Contractor is a Residential Child-Care Facility, other than a CPA, Sections 7.B), 7.C), 7.D), 7.F), 17.B), 24), 26.C), 31. C).x,d, 31 C) xiv, 34. A) iv, 34. A) v., 35. B), 35. C), 41.G), 43, 44.A) xvi, xvii, xviii, xix and 48.B) of this Contract are not applicable.
- C) If the Contractor is a GRO providing Emergency Care Services, in addition to the terms in 5.B), Sections 7, and 11, of this Contract are not applicable.
- D) The Contractor must comply with the special terms and conditions set forth in Attachment E.

**6. Contractor Representation.** By accepting the Child, the Contractor represents that:

- A) It has the expertise and is licensed to provide programmatic services to meet the Child's current needs based on the background information provided by the Department;
- B) It will accept the Service Level unit rates described in Section 35 of this Contract as payment for the services and the requirements of this Contract; and
- C) It will deliver services and meet requirements in a manner that meets high standards of professional quality.

- 7. Contracted Service Levels.** The Contractor agrees to and acknowledges the following:
- A) DFPS will determine the minimum services provided by the Contractor to each Child based on the Child's level of need. The Department will designate the level of need as Basic, Moderate, Specialized, or Intense, as described in Attachment C. The Contractor must provide services to Children authorized at the «Service\_Levels» Service Levels, and must maintain full compliance with the associated Service Levels as described in Attachment C for each Child placed with the Contractor.
  - B) A CPA may submit a request for a Service Level evaluation directly to the Service Level Monitor (third party contractor) within the first 45 days of admitting a Child who has not had an Initial Authorized Service Level during the current paid foster care stay. All other requests for Service Level evaluations must be directed to the Child's Caseworker, who will forward any approved requests to the Service Level Monitor.
  - C) CPAs requesting an Initial Authorized Service Level within the first 45 days of admitting a Child may be paid the new initial Service Level rate up to 60 days in the past when the following conditions are met:
    - i. The retroactive initial Service Level must be submitted for authorization to the Service Level Monitor within 45 days of admitting a Child who does not have an Initial Authorized Service Level;
    - ii. Upon admission to the CPA, the Child must remain in the same foster home or have been in Intermittent Alternate Care within the same CPA that is requesting the Initial Authorized Service Level; and
    - iii. The Child:
      - a. Remained less than 30 days in a general residential operation providing emergency care services placement immediately prior to placement with a CPA;
      - or
      - b. The Child was placed in any other setting.
  - D) CPAs serving Children at Specialized or Intense Service Levels must:
    - i. Be licensed to provide Treatment Services; and
    - ii. Before placing a Child with a Specialized or Intense Service Level, ensure that the foster home in which the Child will be placed is verified to provide Treatment Service(s) appropriate to the Child's needs.
  - E) If a Contractor disagrees with the Service Level determination by the Service Level Monitor and the Contractor chooses to appeal the determination, the Contractor must utilize the administrative and peer review processes through the Service Level Monitor. These processes are outlined on the Service Level Monitor's website at: <http://www.yft.org>.

- F) The Contractor must comply with the Department's Intense Foster Family Care Services policy and procedures, if applicable.

**8. Voluntary Extended Foster Care or Return to Foster Care.** Children 18 to 22 years of age who meet eligibility criteria and voluntarily agree to participate in the Extended Foster Care or Return to Foster Care programs, as defined in applicable Sections of 40 TAC §§700.316 and 700.346, are also eligible for Medicaid, and may be served under the terms of this Contract once approved by the Department.

- A) The Contractor must offer assistance to the Child in maintaining documentation such as school transcripts or pay stubs to demonstrate that any such Child 18 to 22 years of age is qualified to remain in Extended Foster Care or Return to Care.
- B) The Contractor shall assist the Child in the completion of the Voluntary Extended Foster Care Agreement, Form 2540 during the following time periods:
  - i. Within the 30 days preceding the Child's 18th birthday, when possible; and
  - ii. When this is not possible, no later than the 30th day after the Child's 18th birthday.

## **CONTRACTED COMPONENTS OF CARE**

**9. Basic Living and Social Skills.** The Contractor must ensure for all Children that Caregivers:

- A) Teach Basic Living and Social Skills;
- B) Maximize opportunities for learning through the use of Experiential Life Skills Activities;
- C) Provide access to Experiential Life Skills Activities provided by community resources; and
- D) Promote the ability to appropriately care for themselves and function in the community.

**10. Children's Rights.** The Contractor must:

- A) Cooperate with Child Protective Services (CPS) to ensure all Children have been given a written copy of the CPS Rights of Children and Youth in Foster Care at the time of placement, and for CPAs, at the time of any placement changes to a new foster home;
- B) Support the rights listed in the CPS Rights of Children and Youth in Foster Care;

- C) Not deny or restrict, through action or policy, any of the rights listed in the CPS Rights of Children and Youth in Foster Care; and
- D) Provide services to Children who are deaf or hard of hearing that ensure effective communication. When providing services to a Child who is deaf or hard of hearing, contact a Deafness Resource Specialist from the Department for Assistive and Rehabilitative Services (DARS) for assistance in determining how best to ensure effective communication. The URL is <http://www.dars.state.tx.us/dhhs/providers/specialists.asp>.

**11. Assessment, Service Planning and Coordination.**

- A) Diagnostic Assessment. The Contractor will provide diagnostic assessments as defined in Attachment C, Section M500.02.
- B) The Contractor shall coordinate with the Department or a Preparation for Adult Living (PAL) Contract provider for completion of the Ansell Casey Life Skills Assessment by a Child's Caregiver
- C) Service Planning and Coordination. The Contractor shall:
  - i. Develop, coordinate and implement a Service Plan that addresses the services that will be provided to a Child to meet each Child's specific needs;
  - ii. Provide guidance and support to Children 16 to 18 years of age to enable them to assume progressively greater responsibility for implementing Service Plan strategies designed to meet their needs and achieve their goals;
  - iii. Provide guidance and support to Children 18 to 22 years of age to enable them to assume primary responsibility for implementing Service Plan strategies designed to meet their needs and achieve their goals;
  - iv. Develop a Service Plan in accordance with the requirements contained in Attachment C under the Sections entitled "Casework and Support Services" and "Service Plans";
  - v. Ensure that the Service Plan incorporates and is consistent with:
    - a. Permanency Planning and Permanency Goals identified by the Department;
    - b. Any behavioral goals established by the Department;
    - c. Components of a Child's Individual Education Plan (IEP) and the Individual Transition Plan (ITP) that are both developed by the school's Admission, Review, and Dismissal (ARD) committee, if appropriate;
    - d. Components of the CPS Transition Plan for Children 16 to 22 years of age to include results of the Ansell-Casey Life Skills Assessment when applicable;
    - e. The Early Childhood Education (ECI) Individual Family Service Plan (IFSP) if applicable; and

- vi. Ensure that the Service Plan includes services to assist a Child to transition to a new living arrangement or to new provider services, if applicable.
- D) Service Management. The Contractor shall:
  - i. Ensure every Child is enrolled and each Caregiver participates in Service Management when the STAR Health contractor (Superior/Cenpatico) determines the Child meets the criteria for the program; and
  - ii. Request coordination services from STAR Health Service Management prior to requesting a placement change for a Child with Primary Medical Needs.

## **12. Behavioral Health and Healthcare Services.**

- A) Medical, Dental and Vision Services.
  - i. The Contractor must ensure access to necessary Medical, Dental, and Vision services.
  - ii. The Contractor will provide access to Texas Health Steps Medical Checkups in the following manner:
    - a. For all Children, an initial Texas Health Steps Medical Checkup within 30 days of entry into DFPS conservatorship;
    - b. For all Children, unless required more frequently by the Child's medical provider, a subsequent Texas Health Steps Medical Checkup must be scheduled one year after the previous checkup and no later than the child's next birthday;
    - c. For Children under 36 months of age, Texas Health Steps Medical Checkups in accordance with the Texas Health Steps Periodicity Schedule  
[http://www.dshs.state.tx.us/thsteps/pdfdocs/periodicity\\_schedule.pdf](http://www.dshs.state.tx.us/thsteps/pdfdocs/periodicity_schedule.pdf)
    - d. For all Children, provided by a licensed health care practitioner who is enrolled in Texas Medicaid as a Texas Health Steps provider; and
    - e. For Children with Primary Medical Needs, request written documentation from the Child's Primary Care Physician (PCP) if the Child is unable to attend Texas Health Steps Medical Checkups in accordance with required timeframes.
  - iii. The Contractor shall provide access to Texas Health Steps Dental Checkups in the following manner:
    - a. For all Children who are under six months of age upon entry into DFPS conservatorship, within 30 days of becoming six months of age;
    - b. For all Children six months of age or older, within 60 days of entry into DFPS conservatorship;

- c. For all Children, a subsequent checkup must be obtained six months after the month in which the Child received the previous checkup;
  - d. For all Children, provided by a licensed dentist who is enrolled in Texas Medicaid as a Texas Health Steps provider or a dental hygienist who is working under the supervision of a licensed dentist who is enrolled in Texas Medicaid as a Texas Health Steps provider; and
  - e. For Children with Primary Medical Needs, request written documentation from the Child's Primary Care Physician (PCP) if the Child is unable to attend Texas Health Steps Dental Checkups in accordance with required timeframes.
  - iv. The Contractor shall access Medicaid through STAR Health for covered Medical, Dental, and Vision services available to Children;
  - v. No later than the third business day after a Child's Caregiver receives a STAR Health Denial Letter, the Contractor will email a scanned copy of the denial letter and the date of such receipt to the Department's Caseworker or Caseworker's Chain of Command and the Regional Well-being Specialist;
  - vi. In the event that neither community nor Medicaid resources are available to fund recommended Medical, Dental, or Vision services, as soon as practicable but no later than the third business day, the Contractor shall notify the Department's Caseworker or Caseworker's Chain of Command for assistance; and
  - vii. In the event the Contractor has any questions or concerns regarding the prescribed recommendations for follow-up treatment, the Contractor will raise these concerns/questions with the Department and the Department will assist the Contractor with a resolution.
  - viii. If a Child is hospitalized for medical needs, the Contractor must provide support for the Child in accordance with the Child's medical needs and supervisory requirements, including relief as needed for the Child's foster parent.
- B) Behavioral Health Services.
- i. The Contractor shall ensure that Behavioral Health Services are available and provided to each Child as needed by a STAR Health Network Provider (Network Provider).
  - ii. A Behavioral Health Provider must be an employee or subcontractor of the Contractor, unless the court orders the Department to provide behavioral health services for the Child from a Non-Network Provider.
  - iii. The Contractor shall access Medicaid through STAR Health for Medicaid Covered Behavioral Health Services, unless the court orders the Department to provide behavioral health services for the Child from a Non-Network Provider.

- iv. The Contractor must use community resources to obtain Behavioral Health Services not covered by Medicaid.
  - v. No later than the third business day after a Child's Caregiver receives a STAR Health Denial Letter, the Contractor will email a scanned copy of the denial letter and the date of such receipt to the Department's Caseworker or Caseworker's Chain of Command and the Regional Well-being Specialist.
  - vi. In the event that community resources are not available for Behavioral Health Services and/or Medicaid does not cover the services, the Contractor shall be financially responsible for providing Behavioral Health Services.
  - vii. The Contractor will ensure that all Behavioral Health Services provided to Children are properly documented within the Health Passport's Behavioral Health Module.
  - viii. The Contractor shall comply with Department procedures to request access to the Health Passport for its employees that are not Network Providers.
  - ix. Effectiveness of Behavioral Health Services:
    - a. The Contractor shall ensure that Behavioral Health Providers are providing Behavioral Health Services that are consistent with the following, where applicable:
      - (1) The Child's Plan of Service;
      - (2) The Contractor's Service Plan for the Child;
      - (3) The Permanency Goal for the Child;
      - (4) The CPS Transition Plan;
      - (5) The Psychological evaluation and/or psychiatric evaluation; and
      - (6) Desired outcomes, including, but not limited to improvement in self-regulation and functioning.
    - b. The Contractor shall ensure that Behavioral Health Services provided are properly documented.
    - c. The Contractor must have procedures for ensuring Behavioral Health Providers are providing services in accordance with 12.B)ix.
- C) Psychotropic Medications.
- i. The Psychotropic Medication Utilization Parameters for Foster Children (Parameters) must be used, where applicable, in the treatment and care of Children served under this Contract. The Parameters, now incorporated into this Contract by reference, may be accessed at: [http://www.dfps.state.tx.us/Child\\_Protection/medical/default.asp#psychotropic](http://www.dfps.state.tx.us/Child_Protection/medical/default.asp#psychotropic).



- ii. If a Child is prescribed psychotropic medications and the Contractor has questions/concerns about the medication regimen for the Child, the Contractor shall request assistance from a STAR Health Service Manager by calling 1-866-912-6283. If additional assistance or clarification is needed, contact the Department's Caseworker or the Caseworker's Chain of Command.
- iii. If a Child is prescribed psychotropic medications the Contractor is required to ensure that a physician in the STAR Health Network evaluates the need for continued treatment with the medication at a minimum of every 3 months.

**13. Routine 24-Hour Child Care.**

- A) Food. The Contractor must:
  - i. Provide food in accordance with requirements of Minimum Standards.
  - ii. Ensure that each Child receives fresh fruits, vegetables, and dairy products at least once a day.
  - iii. Ensure that Children have input into meal planning.
- B) Clothing and Personal Items.
  - i. The Contractor will maintain an inventory of the Child's clothing and Personal Items that are of substantial medical, monetary, or sentimental value by:
    - a. Completing an inventory of clothing and Personal Items at admission;
    - b. Updating the inventory of clothing and Personal Items quarterly and at discharge;
    - c. Ensuring that the Child (when age and developmentally able) and the Contractor's staff or Caregiver signs and dates the clothing and Personal Item inventory;
    - d. Sending the clothing and Personal Item inventory with the Department Caseworker or other Department designee at discharge.
  - ii. The Contractor must provide each Child with Appropriate Clothing as defined in Attachment B.
  - iii. The Contractor shall allow Children to label their clothes with the Child's name or initials.
  - iv. The Contractor shall provide each Child with appropriate items necessary to meet their hygiene and personal grooming needs by:
    - a. Making Grooming Products available so that each Child is able to maintain good hygiene and grooming practices;
    - b. Ensuring that Grooming Products meet each Child's ethnic hygiene and individual hair care needs;

- c. Ensuring sufficient hot water is available for daily baths or showers; and
  - d. Providing training/education as necessary to ensure each Child understands the concepts of personal hygiene and grooming and what each Child needs to do on a daily basis to achieve and maintain good hygiene and grooming.
- C) Room, Board, and Furnishings. The Contractor must:
  - i. Provide each Child with a bed, sheets, towels, blankets, bedspreads, pillows, mattresses and other furnishings necessary to meet the Child's needs. The Contractor shall ensure that the items are kept clean and in good repair.
  - ii. Ensure that Children have personal storage space for their clothing and Personal Items. The Contractor shall provide Children who are able to look after their own needs with individual storage space in their bedrooms for clothing and Personal Items.
  - iii. Provide behavioral, gender and age appropriate living arrangements for each Child, with the exception of sibling groups, where appropriate, in accordance with Minimum Standards.

#### **14. Discipline and Crisis Management.**

- A) Discipline. The Contractor shall:
  - i. Use appropriate authority and Discipline practices as necessary to set limits for behavior and help each Child develop the capacity for self-control; and
  - ii. Develop and implement Discipline policies consistent with the TAC and Minimum Standards at:  
[http://www.dfps.state.tx.us/Child\\_Care/Child\\_Care\\_Standards\\_and\\_Regulations/default.asp](http://www.dfps.state.tx.us/Child_Care/Child_Care_Standards_and_Regulations/default.asp).
    - a. The Contractor must not use, give permission to use, or threaten to use physical Discipline with any Child.
    - b. The Contractor must not threaten the Child with loss of visits with family or siblings as a punishment or deterrent to behavior.
    - c. The Contractor must not threaten the Child with loss of placement as a punishment or deterrent to behavior.
    - d. The Contractor must not use unproductive work as a form of punishment (40 TAC, §§748.2305 and 749.1955).
- B) De-Escalation and Crisis Management. The Contractor must:
  - i. Ensure that all de-escalation techniques are exhausted before utilizing more restrictive and intrusive behavior intervention or Emergency Behavior Intervention;
  - ii. Utilize developmentally and age appropriate Emergency Behavior Intervention techniques, as described in Minimum Standards, to resolve emergencies;

- iii. Manage the home/Facility and milieu in a manner that minimizes disruption during a crisis; and
- iv. Develop and implement Emergency Behavior Intervention policies that are consistent with the Minimum Standards at:  
[http://www.dfps.state.tx.us/Child\\_Care/Child\\_Care\\_Standards\\_and\\_Regulations/default.asp](http://www.dfps.state.tx.us/Child_Care/Child_Care_Standards_and_Regulations/default.asp).

**15. Educational and Vocational Activities.**

**A) Educational Activities.**

- i. The Contractor shall ensure that:
  - a. Each School-Aged Child is enrolled in an accredited Texas public school within three school days of placement unless an exception has been granted in writing by the Child's Caseworker;
  - b. Each School-Aged Child attends a school accredited by the Texas Education Agency (TEA) unless the Contractor has received a written exception to this requirement from the Child's Caseworker or Caseworker's chain of command;
  - c. Each Child three four and five years of age:
    - (1) Attends a pre-kindergarten program offered through the public school or an early childhood education program offered through Head Start; if available, in the local community of the Child's Caregiver, unless an exception has been granted from the Child's Caseworker or Caseworker's chain of command;
    - (2) May attend a private, early childhood education program or pre-kindergarten program paid for by the Contractor or Caregiver, if an exception, has been granted by the Department's Caseworker; and
  - d. Written verification of the Child's enrollment is provided to the Department's Caseworker within five calendar days of the Child's enrollment.
- ii. The Department may at any time, require that a Child attend the local public school.
- iii. In compliance with the Texas Education Code §29.012, the Contractor will make the following notifications not later than the third calendar day after the date a Child is placed in a residential Facility:
  - a. If the Child is three years of age or older, notify the school district in which the Facility is located; or
  - b. If the Child is younger than three years of age, notify the local ECI program.

- iv. The Contractor will ensure that the Education Portfolio is maintained and updated for each School-Age Child in the Contractor's care. The Education Portfolio should be kept where the Child resides. The contents of the Education Portfolio must, where appropriate, include:
  - a. School enrollment documentation: Birth certificate, Social Security number, Immunizations, and withdrawal notice from the last school;
  - b. Special education documentation: Admission, Review & Dismissal (ARD) team meeting notes, Individual Education Plan (IEP), Documents related to Section 504 of the Rehabilitation Act of 1973 regarding reasonable accommodations, Full Individual Evaluation and/or other diagnostic assessments;
  - c. Report cards, progress reports, and/or IEP progress reports;
  - d. Transcripts;
  - e. Standardized test results: TAKS/TAKS-Accommodated/TAKS-Modified;
  - f. Referrals, notices, or correspondences; and
  - g. School pictures.
- v. The Contractor will make the Education Portfolio readily available to the Department for each School-Age Child on any visit with the Child or otherwise, if requested.
- vi. The Contractor will ensure and document that the report card and progress reports are discussed with each School-Age Child.
- vii. The Contractor will provide the Child's Education Portfolio to the Department at the time a School-Age Child is discharged from the Contractor's care. For each School-Aged Child, the Contractor must ensure:
  - a. The most current educational documents and records are in the Child's Education Portfolio.
  - b. The Child's Education Portfolio includes the Child's current school withdrawal paperwork.
- viii. The Contractor shall minimize disruptions to a Child's education by scheduling therapy and other appointments outside school hours, whenever possible.
- B) Post-Secondary Educational and Vocational Activities.
  - i. The Contractor shall provide or facilitate access to vocational training, support services and activities, including job readiness, skills training apprenticeships and trade skills, and vocational training opportunities that are required by the Child's Plan of Service and CPS Transition Plan at 16 years of age and/or as developmentally appropriate, so each Child:
    - a. Has access to appropriate community vocational activities and education programs; and

- b. Receives the assistance needed to maximize the benefit of these activities.
  - ii. The Contractor must guide and assist the Child in accessing and completing documents when required for the State-Paid Tuition Fee Waiver and Education and Training Voucher (ETV) Program if there is a need by the Child.
- C) ECI Program. For each Child who is younger than three years of age, the Contractor must:
  - i. Notify the Child's caseworker and Primary Care Physician (PCP) if the Contractor has a concern regarding the physical or mental development of a Child under the age of three;
  - ii. Ensure that a referral to ECI is made if the Child's caseworker or PCP has determined a referral is necessary;
  - iii. Facilitate the continuation of ECI services to each Child who was receiving ECI services prior to placement;
  - iv. Ensure the Caregiver fully participates in the Child's ECI evaluation and process for developing an Individualized Family Service Plan (IFSP) for ECI services;
  - v. Ensure the Caregiver performs the following duties related to the Child's participation in the ECI Program:
    - a. To the extent the Caregiver consents to the Child's recommended and additional ECI Program services, the Caregiver fully participates in and supports such services;
    - b. To the extent the Caregiver declines to consent to any of the Child's recommended and additional ECI Program services, the Caregiver must immediately submit a detailed written report to the Child's DFPS Caseworker or their chain of command explaining why such declined services are not in the best interest of the Child;
    - c. To the extent the Caregiver disagrees or has a concern with any matter related to the identification, evaluation, placement, or provision of ECI services, the Caregiver may exercise the Caregiver's rights under the ECI rules of the Texas Department of Assistive and Rehabilitative Services (DARS) which are referenced in Part 2, Chapter 108 of Title 40 of the TAC, including 40 TAC §§108.111, procedures for filing complaints; 108.113, investigation and resolution of complaints and 108.123, opportunity for a hearing; and
  - vi. Ensure the Caregiver provides written consent for the Child's ECI information to be entered into the Child's Health Passport.

**16. Routine Recreational Activities.** The Contractor shall:

- A) Provide recreational activities such as indoor, outdoor, school, community and religious or spiritual activities for Children served under this Contract that are age-appropriate, varied, interactive with peers, and are of interest to the Child;
- B) Ensure that Children participating in recreational activities are, at a minimum, supervised in accordance with Minimum Standards and Service Level requirements contained in Attachment C;
- C) Intervene, as necessary, to reduce the risk of injuries; and
- D) Ensure that Children have input into the types of recreational activities in which they wish to participate.

**17. Travel.** The Contractor shall:

- A) Provide or arrange all travel necessary to ensure a Child's access to all necessary Medical, Dental and Vision care for each Child, including Behavioral Health Services, recreational, educational and after-school activities, family visits, court hearings, Preparation for Adult Living (PAL) activities, Youth Leadership Council activities, Permanency Conferences, CPS Transition Plan Meetings, Family Group Conferences, Circles of Support Conferences, and any other services necessary to fulfill the tasks on a Child's Plan of Service.
- B) A Contractor who is licensed as a CPA shall arrange and facilitate sibling visits when siblings are at different placements within the same CPA unless the sibling visits are:
  - i. Prohibited by court order;
  - ii. Contrary to the best interest of the Children as reflected in any of the Plans of Service of the siblings; or
  - iii. Discouraged by a mental health professional treating any of the siblings.

**18. Cultural Competence.** The Contractor shall:

- A) Provide the Contracted Components of Care with a high level of Individual and Organizational Cultural Competence as defined in Attachment B.
- B) Provide services and activities to Children of various cultures, races, ethnic backgrounds, and religions in a manner that recognizes and affirms their worth, protects and preserves their dignity, promotes and encourages the development of a Healthy Racial and Ethnic Identity, and ensures equity of service delivery.
- C) Provide ongoing education in the form of training, workshops, and other educational opportunities to help staff and Caregivers understand the impact race, culture, and ethnic identity has on themselves and others and how they impact services to Children and families.

**19. Contractor Participation.** The Contractor must participate in:

- A) Conferences required by the Department which include but are not limited to, medical, school, Family Group Conferences, Permanency Conferences, Circles of Support Conferences, CPS Transition Plan Meetings, STAR Health Case Conferences and legal staffings;
- B) Meetings as required by the court;
- C) Preparation for Adult Living (PAL) activities, consistent with the Child's CPS Transition Plan, if applicable. The Contractor shall obtain written prior approval from DFPS PAL Staff to utilize the PAL Life Skills Independent Study Guide for a Child in Substitute Care and in order for the Child to receive credit for completion of the guide; and
- D) Any other meetings and activities required by the Department or a court having jurisdiction over the Child and necessary to ensure that the Contractor is complying with a Child's Plan of Service.

**20. Maintaining Connections.**

- A) The Contractor will make and document good faith efforts to ensure that Children are able to preserve desired and appropriate Connections to the Child's own cultural identity and community, including religious/spiritual, family, school, and appropriate organizations through on-site or off-site means.
- B) The Contractor will initiate personal contact with a Child's sibling who is in foster care at least one time per month in a meeting face-to-face if siblings are placed within the same region or by twice monthly telecommunication (if separated by regions) during which the parties discussion and actions are not directed by the Contractor. Exceptions to this requirement include when sibling contact is:
  - i. Prohibited by court order;
  - ii. Contrary to the best interest of the Children as reflected in any of the Plans of Service of the siblings; or
  - iii. Discouraged by a mental health professional treating any of the siblings.

**21. Providing Testimony.** The Contractor shall:

- A) Ensure that the Contractor's employees and Subcontractors appear and testify in judicial proceedings, depositions and administrative hearings relating to a Child, at the request of the Department; and
- B) To the extent possible, notify, or assist the Department in locating, past employees or Subcontractors when past employees or Subcontractors are needed to appear and testify in accordance with this Subsection. The Contractor is responsible for the cost associated with the requirements of this Subsection.

- 22. Least Restrictive Setting.** The Contractor will provide all services in a manner that safeguards the health, welfare and safety of the Children in the least restrictive setting possible.

## **PROGRAM REQUIREMENTS**

- 23. Facility Licensure.** The Contractor must:

- A) Comply with Minimum Standards for any child-care license issued by the Department to the Contractor for services provided under this Contract;
- B) Comply with the operating or regulatory agency's regulations if the Contractor is a Facility operated or regulated by one of the state agencies specified in 40 TAC §700.1321(e);
- C) Comply with all applicable Service Levels as contained in Attachment C and the Contracted Components of Care described in Sections 9-22 of this Contract; and
- D) Ensure that all staff providing direct services to the Child comply with state professional laws pertaining to the services provided including laws pertaining to licensure and confidentiality.

- 24. Contractor Support and Supervision of Foster Families.** The Contractor must:

- A) Develop and implement a plan, in accordance with DFPS policy, for providing support services as needed to the Contractor's foster families where Children placed by the Department are residing;
- B) Ensure that a Contractor's Case Manager is available at all times to assist and support Foster Parents providing services to Children who are receiving Treatment Services as defined in Minimum Standards;
- C) Develop and implement a written plan to quarterly monitor foster homes for compliance with Minimum Standards and Service Level standards as contained in Attachment C and as required in Section 34 of this Contract. The Contractor shall make this plan available to the Department upon request;
- D) Have supervisor/Case Manager services available 24 hours a day to the Contractor's direct Caregivers;
- E) Develop and implement a written plan for contacting foster homes within seven calendar days following a placement to assess:
  - i. Whether the Child's needs are being met in the foster home; and
  - ii. How the Child is adjusting to the foster home;
- F) Maintain documentation of all contact with foster families;
- G) Approve and use as Foster Parents only U.S. citizens, permanent residents, or other qualified aliens as defined in 8 U.S.C. § 1641(b);



- H) Distribute the Texas Health Steps materials located at <https://secure.thstepsproducts.com/default.asp> to verified foster homes at least annually, including:
  - i. Texas Health Steps Checkup Brochure EPSDT-05;
  - ii. Texas Health Steps Wallet Cards EPSDT-08;
  - iii. Appointment Education Brochure EPSDT-16;
  - iv. Case Management for Children and Pregnant Women Brochure CM1-182;
- I) Avoid financial and other conflicts of interest by prohibiting the following individuals from being a Foster Parent verified by the Contractor however, such persons may be verified as Foster Parents by other CPAs:
  - i. Any person authorized to sign this Contract on behalf of the Contractor, or any board member, officer, or employee of the CPA;
  - ii. Any individual or person working in the day-to-day operations of the Contractor, either through the Contractor's employ or pursuant to a contractual arrangement between the individual and the Contractor;
  - iii. An owner of the agency; and
  - iv. A member of the governing body;
- J) Distribute HHSC information to Foster Parents regarding the Medicaid Medical Transportation Program described at:  
[http://www.dfps.state.tx.us/documents/PCS/2009-05-26\\_MTP\\_Memo.pdf](http://www.dfps.state.tx.us/documents/PCS/2009-05-26_MTP_Memo.pdf).

**25. Background History Checks and Department Right of Removal.**

- A) The Department reserves the right to conduct background history checks on the Contractor's employees, Subcontractors, volunteers, and all individuals who have direct contact with Children in DFPS care or who have access to their records.
- B) The Department reserves the right, in its sole discretion, to require by written notice that the Contractor immediately:
  - i. Not use any individual who has direct contact with Children or has access to their records; or
  - ii. Immediately remove any such person from engaging in such contact or having such access.

**26. Departmental Right of Placement.**

- A) The Department reserves the right to place Children only in those facilities that it believes can meet the needs of the Child. No part of this Contract may be construed to create any commitment, obligation, or any legal duty on behalf of the Department to place or continue a placement of a particular Child, any Child, or a specified number of Children with the Contractor. Placement is always at the sole discretion of the Department.

- B) The Contractor must comply with the Department's placement processes, including regular data entry or updates of vacancy status into the Department's Child Placement Vacancy Database, referenced in Attachment F, Methodology for Output Measure #1. The Contractor shall not engage in practices used to circumvent these placement processes. No part of this Contract shall be construed to create any legal or equitable right on behalf of the Contractor to receive any such placements or to continue any particular placements.
- C) The Contractor must comply with all applicable federal and state laws, including the Multiethnic Placement Act, as amended by the Interethnic Adoption Act of 1996 (42 USC Chapter. 21 §1996b), the Indian Child Welfare Act (25 USC Chapter 21 §1915), the Adoption and Safe Families Act of 1997 (42 USC Sec. 629 et seq. and Sec. 670 et seq.); the Adam Walsh Child Protection and Safety Act of 2006 (42 USC §671) and comparable state laws regarding placement of Children.

**27. Removal and Discharge of Children.**

- A) The Contractor will make all reasonable attempts to meet the needs of the Child in the Contractor's care in order to prevent placement disruption. The Department, as managing conservator, may remove a Child whenever the Department determines it is in the best interest of the Child.
- B) The Contractor shall document the Contractor's efforts and attempts to prevent placement disruptions.
- C) The Department will remove a Child placed by the Department when notified by the Contractor that the Child poses a danger to self or others or exhibits volatile or self-injurious behaviors that are inappropriate for the program of service and requires a placement in another setting.
  - i. If the Contractor provides the Department with documentation from a physician that the Child poses a danger to self or others, to facilitate admission to a hospital, the Department will remove the Child within 24 hours. Admission of the Child to a hospital by the Contractor serves as documentation of the need for a more secure setting. The Contractor must immediately inform the Department's Caseworker of the admission and shall state whether the Contractor is willing to accept placement of the Child upon discharge from the hospital.
  - ii. If the Contractor provides the Department with documentation from a Psychiatrist, licensed Psychologist, physician, LCSW or LPC showing that the Child consistently exhibits behavior that cannot be managed within licensed programmatic services, the Department will remove the Child within 14 calendar days. The Department shall immediately communicate with the Contractor and staff the Child's circumstances to determine a plan for moving the Child to ensure the Child's safety and that of others.

- D) The Contractor must notify the Department Caseworker within 24 hours of the Child's placement in jail or juvenile detention and shall state whether the Contractor is willing to accept placement of the Child upon the Child's release from jail or juvenile detention. If the Contractor is not willing to accept placement of the Child upon the Child's release, the Department shall, within 24 hours of receipt of notification from the Contractor, remove the Child placed by the Department.
- E) If the Contractor provides other documentation to the Department that it is no longer in the Child's best interest to remain at the Contractor's Facility, or that the Contractor cannot meet the needs of the Child, the Department will remove the Child within 30 calendar days. This documentation must be signed by the Contractor's Executive Director, Licensed Child-Care Administrator, Licensed Child-Placing Agency Administrator or designated employee, other than the Contractor's Case Manager. The Department will immediately communicate with the Contractor and staff the Child's circumstances to determine a plan for moving the Child to ensure the Child's safety and best interests and those of others. The Department will remove the Child as quickly as is necessary. The Department may immediately remove the Child.
- F) For Contractors licensed as GROs providing emergency care services, if the Contractor wishes to discharge a Child pursuant to Subsection 27.E) of this Section, the Department shall have up to 10 calendar days to remove the Child.
- G) If the Contractor discharges a Child placed by the Department except as stated above, it constitutes a breach of this Contract.
- H) Not later than 30 calendar days after the Contract is executed, the Contractor must notify the Department's Residential Contract Manager in writing of the Contractor's designated employee(s) who may approve discharges as described in this Section.
- I) The Contractor shall provide to the Department the following information and items that belong to the Child for each discharge:
  - i. Upon the effective date of the discharge, the Child's:
    - a. Medications;
    - b. Medical/Healthcare Items;
    - c. Service Plan;
    - d. Clothing and Personal Items;
    - e. Most recent clinical records such as psychological evaluations and psychological testing;
    - f. Updated clothing and Personal Items inventory;
    - g. Education Portfolio; and
    - h. ECI Individual Family Service Plan (IFSP), if applicable.
  - ii. Within 15 calendar days after the discharge, the Child's:
    - a. Discharge summary; and

- b. Updates to the Child's Education Portfolio.
- J) Within five calendar days of the Contractor's receipt from the Department of the Form 2085-FC authorizing the placement of a Child with the Contractor, the Receiving Contractor must provide a copy of that Form 2085-FC and a written request to the Discharging Contractor for:
  - i. Information not already received that is referenced in Minimum Standards 40 TAC §§749.1371, 749.1373, 748.1437 and 748.1439, updates to the Education Portfolio, and a copy of the ECI Individual Family Service Plan (IFSP), if applicable; and
  - ii. An opportunity, if necessary, to communicate with the Discharging Contractor about the needs of the Child.
- K) Following the discharge of a Child from the Contractor's care and after the receipt by the Discharging Contractor of a written request from the Receiving Contractor, along with a copy of the Form 2085-FC authorizing such placement, the Discharging Contractor:
  - i. Is authorized by DFPS to release the information referenced in Subsection 27.J);
  - ii. Must provide the Receiving Contractor all of the required items referenced in Subsection 27.J) within 15 days of discharge; and
  - iii. Must, if requested, provide the Receiving Contractor the opportunity to communicate with the Contractor about the needs of the Child within three days of such request.

**28. Use of Department Forms.**

- A) Non-emergency placements. For Children at the Moderate Service Level or higher, the Department will complete and provide to the Contractor at, or prior to, placement the Common Application for Placement of Children in Residential Child Care (Form 2087) as the uniform assessment form and application for admission. The Contractor shall accept Children for placement by the Department only after receiving completed Form 2085-FC, Form 2085-B and/or 2085-C and/or 2085-D as appropriate and, if at the Moderate Service Level or higher, Form 2087 and Form 2089. If the Department's Caseworker attempts to place a Child at the Moderate Service Level or higher without a copy of a current Form 2089, the Contractor may, but is not required to, accept the Child for 72 hours after having the Department's Caseworker sign the Department's Form 2089-C.
- B) Emergency Placements. The Department will attempt to complete and provide to the Contractor at, or prior to, placement the Common Application for Placement of Children in Residential Child Care (Form 2087) as the uniform assessment form and application for admission. The form may be incomplete but will contain all available information. Alternatively, the Department may provide to the Contractor the Alternative Application for Placement of Children in Residential Child Care

(Form 2087ex). In either case, Form 2087 shall be completed and provided to the Contractor at the time the Child's placement is changed from an emergency to a non-emergency placement. The Contractor shall accept Form 2087 or Form 2087ex as the uniform assessment form and application for admission for placement of Department Children. The Contractor shall accept Children for placement by the Department only after receiving completed Form 2085-FC, completed Form 2085-B, and/or 2085-C and/or 2085-D, and (complete or incomplete) Form 2087 or 2087ex.

- C) Unaccompanied Emergency Placements. In the event an unaccompanied Child in the care of the Department presents for emergency placement, the Contractor may accept the Child for placement and shall immediately notify the Department to determine Department instructions and to initiate documentation. The Department shall complete the required forms within the next working day but may immediately move the Child.
- D) Use of Forms at Admission.
  - i. The Contractor shall accept Children for placement by the Department only after receiving completed Form 2085-FC, completed 2085-B and/or 2085-C and/or 2085-D, and (complete or incomplete) Form 2087 or 2087ex.
  - ii. The Department will complete and provide to the Contractor either Form 2087 or 2087ex.
    - a. The Department will complete the Form 2087 within 30 calendar days following the Contractor's written request for it.
    - b. The Department will make available to the Contractor Forms 2085-FC, 2085-B, 2085-C, and 2085-D, 2087ex, and 2089 to provide to the Department's workers for completion.
    - c. With the exception of retroactive initial Service Level authorization requests, as described in Section 7 of this Contract, when the Child's Service Level has not been determined at the time of placement, the Contractor will be compensated at the basic rate.
  - iii. At the time of admission and any placement change, the Department's Caseworker will provide the Caregiver and the Child a copy of the CPS Rights of Children and Youth in Foster Care.
    - a. The Caseworker will review the CPS Rights of Children and Youth in Foster Care with the Child and Caregiver.
    - b. The Child and Caregiver will sign and date the CPS Rights of Children and Youth in Foster Care.
    - c. Upon receipt from the Caseworker, the Contractor will maintain a copy of the signed CPS Rights of Children and Youth in Foster Care in the Child's record.

- E) Disclosure of Medical Information. The Department's amended forms 2085-FC and 2085-B, 2085-C, and 2085-D are intended to enable the Contractor to obtain and disclose health information on a Child when it is necessary while still complying with the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA). If circumstances arise where it is not possible for the Contractor to do so, the Contractor should work with the Department's Caseworker, Chain of Command and the DFPS Residential Contract Manager to obtain such additional permissions as are necessary.
- F) Medical Consent.
- i. The Contractor must follow the requirements of the Medical Consent for Children in DFPS Conservatorship and Youth Consenting to Medical Care policy, pertaining to residential child-care providers at [http://www.dfps.state.tx.us/PCS/Residential\\_Contracts/default.asp](http://www.dfps.state.tx.us/PCS/Residential_Contracts/default.asp) incorporated herein by this reference.
  - ii. The Medical Consenter is authorized to access, receive, and review all the Child's medical records. Furthermore, the medical consenter may authorize the release of the Child's medical records to the extent necessary to obtain services for the Child.
  - iii. The Contractor shall ensure that all Foster Parents and employees who are eligible to serve as Medical Consenters under "How DFPS Establishes the Medical Consenter", have access to and complete computer-based training on Informed Consent.
  - iv. The Contractor shall ensure that all Foster Parents and employees who are eligible to serve as Medical Consenters, as stated above, follow the requirements within DFPS policy regarding "Responsibilities of Medical Consenters and back up Medical Consenters".
- G) CPS Transition Plan. The Contractor shall coordinate with CPS for Children 16 years of age and older regarding:
- i. The use of the CPS Transition Plan, Form 2500, as appropriate, at [http://www.dfps.state.tx.us/Child\\_Protection/Transitional\\_Living/form\\_s.asp](http://www.dfps.state.tx.us/Child_Protection/Transitional_Living/form_s.asp);
  - ii. Maintaining a copy of the Child's Voluntary Extended Foster Care Agreement Form 2540 or Return to Care Agreement Form 2560 in the Child's record; and
  - iii. The provision of information available at [http://www.dfps.state.tx.us/Child\\_Protection/Transitional\\_Living/default.asp](http://www.dfps.state.tx.us/Child_Protection/Transitional_Living/default.asp) related to:
    - a. Aftercare services, benefits and provider contacts;
    - b. Educational Supports, Services and Benefits;
    - c. Extended Care and Return to Care information;
    - d. Preparation for Adult Living (PAL) services;
    - e. Texas Foster Care Handbook for Youth;

- f. Transitional Medicaid and STAR Health;
  - g. Information related to the Child's Special Immigrant Juvenile Status, if applicable; and
  - h. Other region-specific services available.
- iv. The provision of information about Transition Service Centers available under the "contacts link" at:  
<http://www.dfps.state.tx.us/txyouth/default.asp>

**29. Approval for Travel and Visits.**

- A) The Contractor must develop and maintain a written policy regarding overnight travel and overnight visits.
- B) When the Contractor wishes to take a Child in the Department's conservatorship outside the state, the Contractor must obtain prior written approval for the Child's travel as provided in 40 TAC §700.1340.
- C) If the travel is within the State and for more than 3 calendar days (72 consecutive hours); the Contractor must obtain prior written approval from the Department's Caseworker or DFPS staff in the Caseworker's Chain of Command.
- D) Prior to allowing any trip, activity or visit with a non-related person, excluding Intermittent Alternate Care, for a period of time exceeding 48 consecutive hours, the Contractor must obtain written approval from the Department's Caseworker or Caseworker's Chain of Command.
- E) Written approval for travel and visits is not required when:
  - i. The Department's Caseworker arranges for the Child to visit with members of the Child's family or relatives; or
  - ii. The Department's Caseworker authorizes the Child to travel in specified circumstances (usually routine trips or visits).
- F) When the Contractor desires to take a Child outside of the country, the Contractor shall follow Department policies and procedures including the completion of Form 2069, Caregiver Declaration Regarding Out-of-Country Travel.

**30. Written Approvals.**

- A) Prior to moving a Child from one foster home to another foster home the Contractor must obtain written approval from the Department's Caseworker or Chain of Command. In the event of an emergency, and if prior approval cannot be obtained, the Contractor must notify the Department of the move within 24 hours. The Department will respond to requests for approval within 10 calendar days of receiving a proper request.
- B) Prior to requesting Department staff to sign Contractor-developed forms, the Contractor must receive written approval from the Residential Contract Manager indicating legal approval by the Department.

**31. Disaster and Emergency Response Plan.**

- A) The Contractor must maintain at all times a written disaster and emergency response plan, policies and procedures to address internal and external emergencies and disasters that include, but are not limited to acts of nature (such as flood, hurricane, fires, and tornadoes), chemical or hazardous material spills, critical equipment failure, weapons of mass destruction events, and acts of terrorism.
- B) In the event of an emergency requiring evacuation or quarantine, the Contractor is responsible for maintaining the safety and placement of all Children in its care. All staff and Subcontractors of the Contractor must be aware of the disaster plan requirements and be prepared to fulfill their role in executing the plan.
- C) The disaster and emergency response plan and procedures must address the following:
  - i. Mandatory evacuation if directed by local officials;
  - ii. Emergency evacuation;
  - iii. Emergency response;
  - iv. Disaster planning training for all staff and Caregivers;
  - v. Arrangements for adequate provision of:
    - a. Staffing;
    - b. Shelter;
    - c. Food;
    - d. Transportation;
    - e. Medication;
    - f. Supplies;
    - g. Emergency Equipment; and
    - h. Emergency Services.
  - vi. Contact information for the Child's Caseworker and the Caseworker's supervisor;
  - vii. Identification, location and tracking of Children;
  - viii. Protection and/or recovery of Children's records and important paperwork (including but not limited to electronic records, placement information, medical authorizations, Medicaid cards, STAR Health cards, and Education Portfolio);
  - ix. The provision of regular and crisis-response services to Children during and after a disaster, including:
    - a. Methods for ensuring that services such as, but not limited to, crisis counseling are provided to meet the crisis-related needs of the Children in care during and after the disaster;
    - b. Methods for ensuring that medical services are provided to Children throughout the disaster. Such services include, but are not limited to, providing Children with medication as prescribed



- (including insulin and asthma-related treatments), emergency care, and Medical Care for Children with Primary Medical Needs (as defined in Attachment B); and
- c. Plans for maintaining the services, as required by a court order and/or the Child's Service Plan, for the Children in care after the disaster.
  - x. Communication with DFPS and CPS, including:
    - a. Identifying (name, telephone numbers) two emergency contacts designated by the Contractor who will be available to DFPS at all times in the event of an emergency or disaster;
    - b. Contacting CPS to provide information on the location and condition of Children in care who have been evacuated as soon as the Children reach their evacuation destination by contacting CPS through one of the following methods:
      - (1) During times when mass evacuation of part of Texas is anticipated, DFPS will enable an online reporting feature on the DFPS public website at: <http://www.dfps.state.tx.us>.
      - (2) In situations when DFPS has enabled this online reporting feature and the Contractor has access to the internet, the Contractor should use this method to make the evacuation notification; or
      - (3) In situations where the online reporting feature is not enabled or if the Contractor does not have access to the internet, the evacuation notification can be made by calling the DFPS abuse/neglect hotline at 1-800-252-5400.
    - c. Contractors with multiple facilities and CPAs must contact CPS once per day, at a minimum (unless otherwise instructed by DFPS), to provide information concerning the Children in their care until all Children are accounted for; and
    - d. CPA's must have methods through which their homes can contact CPA administration to inform them of the location and condition of Children in care as soon as possible upon reaching an evacuation destination.
  - xi. Post-disaster activities (including emergency power, food, water, and transportation);
  - xii. Plans for return after an evacuation;
  - xiii. Methods to ensure the disaster plan remains current and is reviewed at least every two years and when changes in administration, construction, or emergency phone numbers occur; and
  - xiv. Child-Placing Agencies must provide a copy of their disaster plan to foster parents and ensure that each home has a written disaster plan, which will be updated as necessary and at each re-evaluation required by Minimum Standard §749.2801(b). The CPA will maintain a copy of each home's disaster plan in its records.

- 32. Access to Children.** The Contractor will, at all times, permit access to all Children placed by the Department in the care of the Contractor to the Department, its employees, its designees, its third-party contractor for the Texas Service Level System and its employees, and properly identified individuals appointed by a court of competent jurisdiction (Volunteer or Court Appointed Special Advocates (CASA), guardians ad litem, and attorneys ad litem).
- A) All parties will exercise their right of access in a reasonable manner and attempt to plan and coordinate such visits in cooperation with the Contractor and in a manner that minimizes disruption of the care of the Children placed with the Contractor.
  - B) This section will not be construed to prohibit the Department or its designees from making unannounced visits to the Contractor's facilities or to a foster home verified by a CPA.
  - C) In order to assess that an individual is appointed by a court of competent jurisdiction, a Contractor or Caregiver should:
    - i. If such individual is an employee of the CASA, review for a valid court order; and
    - ii. If such individual is a CASA volunteer, review for a valid court order and a notification letter of volunteer assignment and acceptance, that clarifies the individual's appointment to the Child; or
    - iii. Review that the individual is named on the Child's Contact List.
  - D) If Contractor or Caregiver cannot readily determine the identity or authority of an individual appointed by a court of competent jurisdiction, then the Contractor or Caregiver should obtain approval from the Child's case worker or chain of command prior to granting the individual access to the Child.
- 33. National Youth in Transition Database (NYTD).** The Contractor shall assist Children and support the necessary activities, including on-going computer access required for:
- A) Children turning 17 years of age through September 30, 2011 to:
    - i. Register with NYTD
    - ii. Maintain an email address for NYTD updates; and
    - iii. Complete the NYTD survey within 45 days after the Child's 17th birthday;
  - B) Children who previously took the NYTD Survey at 17 years of age to:
    - i. Maintain an email address to receive NYTD updates; and
    - ii. Enter NYTD contact updates to the Texas Youth Connection Website <http://www.texasyouthconnection.org>.

**34. Contract Performance.** Contractor performance evaluation is based on the assessment of the output and outcome measures outlined in this Section and contained in Attachment F, compliance with the terms and conditions of this Contract, including all Attachments, and, compliance with Minimum Standards, as indicated by Department records and Contract Monitoring performed by Department staff. The Contract Performance measures are:

- A) Contract Output Measures as defined in Attachment F:
  - i. Output #1. The Contractor makes regular updates to the CPS Child Placement Vacancy Database.
  - ii. Output #2. Each Child's Education Portfolio is up-to-date.
  - iii. Output #3. The Child's placement is stabilized.
  - iv. Output #4. Children in substitute care move toward permanency. (CPAs only)
  - v. Output #5. Children placed with a Contractor remain in the care of the Contractor. (CPAs only)
  
- B) Contract Outcome Measures as defined in Attachment F:
  - i. Outcome #1. Children are safe in care.
  - ii. Outcome #2. Children are safely maintained in their placement.
  - iii. Outcome #3. Children are safely maintained in their placement.
  - iv. Outcome #4. Children are able to maintain healthy Connections with caring Relatives and Fictive Kin who can provide a positive influence in their lives.
  - v. Outcome #5. Children benefit from routine recreational activities, including extracurricular activities.
  
- C) The Contractor will be responsible for collecting and reporting performance measure data for Sections 34.A) ii, 34.B)ii, 34.B)iii and 34.B)iv by:
  - i. Reporting the results for each Performance Period in the format specified by DFPS. DFPS has developed the Performance Management Evaluation Tool (PMET), an Internet-based data collection and reporting system for Contractors to self report certain performance measure data;
  - ii. Registering an account in the PMET system by September 30, 2011 or 30 days after the provision of the first service, according to the instructions found at <https://www.dfps.state.tx.us/application/PCSPMET>. Select Help > PMET User Guide;
  - iii. Complying with report date time frames by entering into the PMET system within 30 days of the end of the Performance Period in accordance with the table below; and

Performance Period	Reporting Period	Entry into PMET
First Quarter	Sept, Oct, Nov	December 1-30
Second Quarter	Dec, Jan, Feb	March 1-30
Third Quarter	Mar, Apr, May	June 1-30
Fourth Quarter	Jun, July, Aug	September 1-30

- iv. Maintaining documentation for each performance period and in a manner which allows for testing the validity of the results reported.

## FINANCIAL REQUIREMENTS

### 35. Service Level Unit Rates.

- A) HHSC periodically determines Service Level unit rates (daily rates) in accordance with its Cost-finding Methodology. The daily rates in effect during the term of this Contract are contained in Attachment A.
- B) The Department requires that a minimum dollar amount of the daily rate paid by the Department be remitted by the Contractor to Foster Parents to pay for the basic Child maintenance costs of Children placed pursuant to this Contract. The required reimbursements are set forth in Attachment A. If HHSC implements a change in the Service Level rates, the Department will change those minimum dollar amounts in Attachment A.
- C) Foster Parent Minimum Reimbursement Funds are all payments of funds received by the Contractor from the Department that constitute the minimum amounts that the Contractor must pass through to reimburse a Foster Parent for services already provided according to the rates set forth in this Contract. For any and all such Foster Parent minimum Reimbursement Funds, the Contractor must:
  - i. Hold, maintain, manage, and account for such funds in a fiduciary capacity, without limitation because such funds are held for the sole purpose of disbursement by the Contractor to the applicable Foster Parents;
  - ii. Not directly, indirectly, or collaterally pledge, assign, or otherwise attach, without limitation, as security or collateral to any financial instrument or other obligation any such funds that the Contractor has received, will receive, or may receive under this Contract; and
  - iii. Disburse such funds only to the applicable Foster Parents not later than 10 days after the date such funds are received by the Contractor.
- D) In compliance with Chapter 2251 of the Texas Government Code, the Contractor must make any payments owed to subcontractors within 10

business days of the Contractor's receipt of applicable funds from the Department.

- 36. Conditions of Payment.** All payments shall be made to the Contractor after deducting any known previous overpayment made by the Department. The Department is not obligated to pay for unauthorized services or to pay more than is consistent with federal and state regulations.
- A) The Contractor shall be compensated only once for residential child-care services delivered under this Contract. The Contractor shall not bill for or retain any additional compensation for such services from the Department or any other entity.
  - B) The Contractor shall not be reimbursed for vandalism or damage caused by deliberate acts of destruction by a Child placed with the Contractor.
  - C) The Department shall pay the Contractor the Service Level daily rate for each Child placed by the Department and receiving services in accordance with the Child's Plan of Service (including Permanency Planning goals), licensing standards, Contract terms, and Service Level standards.
  - D) The Department shall pay for the calendar day of placement, but not for the calendar day of discharge. If the Child is discharged on the day of placement, the Contractor will not be reimbursed for that day.
  - E) If a Child is away from the Contractor's Facility without prior authorization, and if the Department's Caseworker or the Caseworker's supervisors and the Contractor agree in writing that the Child should return to the Facility, then the Contractor may keep the placement open for the Child. Reimbursement for reserve bed days must be permitted in accordance with 40 TAC §700.323 and the policies established by the Department (<http://www.dfps.state.tx.us/Handbooks/default.asp>), now incorporated by this reference.
  - F) The Department shall give the Contractor notice in writing at least 30 calendar days prior to the effective date of any change that affects payments to the Contractor.
  - G) Contractors must seek payment or adjustment to payments in accordance with the time limit specified in 45 CFR 95.1 (Code of Federal Regulations). This subpart establishes a two-year (eight quarter) time limit for a State to claim Federal financial participation in expenditures under State plans approved under Title IV-E and TANF. Any bill or amended bill, which is submitted to DFPS later than seven quarters after the end of the quarter of the expense, will not be processed unless DFPS determines that submission for payment of the bill to the federal government can be executed in a proper and timely fashion.

- 37. Contractor Payments/Refunds to the Department.** The Contractor shall:
- A) Be responsible for any Monitoring/audit exception or other payment irregularity regarding this Contract or subcontract; and

- B) Be responsible for the timely and proper collection and reimbursement to the Department of any amount paid in excess of the proper payment amount within 90 days of determination of overpayment.

**38. Accounting Records.** The Contractor agrees to maintain all financial and statistical information using the accrual method of accounting in accordance with 1 TAC §355.7101(6). The Contractor's treatment of accounting records must reflect the application of Generally Accepted Accounting Principles (GAAP) approved by the American Institute of Certified Public Accountants (AICPA).

**39. Insurance.**

- A) The Contractor shall provide insurance for direct delivery of services under this Contract. The Contractor shall obtain and furnish proof of the following bonding and insurance coverage within 48 hours of the award of the Contract and at such other times as may be specified by the Department. The required coverages are:
  - i. Dishonesty bonding under a commercial crime policy or business services bonding at a \$10,000 minimum; and
  - ii. For all other child-care facilities Commercial general liability coverage insurance with a minimum limit of \$300,000 per occurrence and \$600,000 aggregate.
- B) The Contractor shall purchase coverage with insurance companies or carriers rated for financial purposes "B" or higher whose policies cover risks located in the State. All bonds, policies, and coverage shall be maintained during the entire term of the Contract.
- C) In the event the Contractor is unable to comply with Subsection 39.A) of this Section, the Contractor shall provide the Residential Contract Manager with two written denial letters from different insurance companies evidencing the Contractor's attempts to obtain and inability to obtain the requisite insurance. The Contractor shall provide this information to the Residential Contract Manager within 10 days of the award of the Contract.
  - i. The Contractor shall also attempt to obtain the insurance required in Subsection 39.A) of this Section, on an annual basis. If the Contractor is not able to obtain insurance, the Contractor shall provide the Residential Contract Manager with the documentation required in Subsection 39.C) of this Section, to demonstrate the Contractor's compliance with this Section.
  - ii. Subsection 39.C) of this Section is in addition to the requirements for obtaining a license contained in 42 HRC §42.049(c).
- D) All required insurance policies shall include an endorsement stating that the Department shall be given 30 calendar days written notice prior to cancellation of or material change to the policy or bond.

**40. Taxes.**

DFPS is not responsible for any state, local, or federal taxes. The Contractor must comply with all federal (including but not limited to payroll taxes), state and local tax laws.

**ADMINISTRATIVE**

**41. Applicable Statutes, Regulations, Policies and Procedures.**

- A) The Contractor must comply with all laws, regulations, requirements and guidelines applicable to a Contractor providing services to the State of Texas as these laws, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this Contract.
- B) In maintaining financial records and in preparing cost reports, the Contractor shall remain in compliance with 48 CFR 31 as applicable, Office of Management and Budget (OMB) Circulars A-21, A-87, A-102, A-110, and A-122, and 40 TAC §§732.240-256 as applicable. This can be found at:  
[http://info.sos.state.tx.us/pls/pub/readtac\\$ext.ViewTAC?tac\\_view=5&ti=40&pt=19&ch=732&sch=L&rl=Y](http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=5&ti=40&pt=19&ch=732&sch=L&rl=Y)
- C) The Contractor shall comply with all applicable state and federal statutes and rules in effect at the time such services are rendered, including the following:
  - i. Federal Financial Participation (FFP) requirements in accordance with Titles 45 and 48 of the Code of Federal Regulations and federal circulars, as amended;
  - ii. State and federal anti-discrimination laws, including without limitation:
    - a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
    - b. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
    - c. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
    - d. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
    - e. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
    - f. Food Stamp Act of 1977 (7 U.S.C. §2011 et seq.); and
    - g. The HHS agency's administrative rules, as set forth in TAC, to the extent applicable to this Agreement.

(1) The Contractor agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by

Federal or State funding, or otherwise be subjected to discrimination.

- (2) The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 CFR Part 80 or 7 CFR Part 15, prohibiting a Contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of Children in its programs, benefits, or activities on the basis of national origin. Applicable state and federal civil rights laws require Contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. The Contractor agrees to ensure that its policies do not have the effect of excluding or limiting the participation of persons in its programs, benefits, and activities on the basis of national origin. The Contractor also agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.
- (3) The Contractor agrees to comply with Executive Order 13279, and its implementing regulations at 45 CFR Part 87 or 7 CFR Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- (4) Upon request, the Contractor will provide HHSC Civil Rights Office with copies of all of the Contractor's civil rights policies and procedures.
- (5) The Contractor must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than 10 calendar days after receipt of a complaint. Notice provided pursuant to this Subsection must be directed to:  
HHSC Civil Rights Office  
701 W. 51st Street, Mail Code W206  
Austin, Texas 78751  
Phone Toll Free (888) 388-6332  
Phone: (512) 438-4313  
TTY Toll Free: (877) 432-7232



Fax: (512) 438-5885

- iii. Health and Safety Code Section 85.115 relating to workplace and confidentiality guidelines regarding AIDS and HIV;
  - iv. Immigration Reform and Control Act of 1986 regarding employment verification and retention of verification forms for any individuals who will perform any labor or services under this Contract;
  - v. All state and federal licensing and certification requirements, health and safety standards, and regulations prescribed by the United States Department of Health and Human Services Department;
  - vi. All applicable standards, orders or regulations issues pursuant to the Clean Air Act (42 USC 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 USC 1251 et seq.);
  - vii. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163); and
  - viii. Standards and requirements concerning deinstitutionalization of Children found at Health and Safety Code §321.002 and 42 USC §675(5)(A).
- D) The Contractor shall provide a drug-free workplace within the meaning of the Federal Drug-Free Workplace Act (41 USC §702 et seq.).
- E) The Contractor shall comply with the Fair Labor Standards Act (FLSA) (29 U.S.C. §201 et seq.) regarding minimum wages, overtime pay, recordkeeping, and child labor.
- F) The Contractor shall not use any funding under this Contract to influence the outcome of elections or the passage or defeat of any legislative measures.
- G) Foster care maintenance payments must be expended for items that are provided by foster parents and facilities in accordance with 42 USC 675(4).

**42. Retention, Access, and Confidentiality of Records.**

- A) The Contractor agrees to maintain comprehensive and legible records of all actions performed by any Contractor's personnel furnishing services under this Contract. The Contractor shall maintain financial, programmatic, and supporting documents, statistical records, documentation to support performance measures, and other records pertinent to claims or cost reports submitted and/or services delivered during the Contract Period for a minimum of five years after the termination of the Contract Period. If any litigation, claim, or monitoring/audit involving these records begins before the five year period expires, the Contractor must keep the records and documents for not less than five years and until all litigation, claims, or monitoring/audit findings are resolved. A case is considered resolved when a final order is

- issued in litigation and the order cannot be appealed, or a written agreement resolving all issues is entered into between the Department and the Contractor.
- B) The Contractor shall provide any records and information concerning the Child to the Department upon verbal request in emergency situations. Upon verbal request from DFPS, the Contractor must submit legible records and information within the Department's specified timeframe. Emergency requests for records can include, but are not limited to, the need to review the Child's Service Level in order to make a placement change, court ordered requests, or attorney requests.
- C) The Contractor shall provide any records and information concerning the Child to the Department upon request. The Contractor must forward legible records and information to the Department within 14 calendar days. Information could include, but is not limited to documentation of face-to-face visits with the Child by the Contractor's Case Manager staff, the Child's Service Plan, documentation of services provided to a Child, Discipline logs, medical and dental logs, educational documentation, and narratives.
- D) The Contractor shall provide the STAR Health contractor (Superior/Cenpatico) the following information for specific Children for the purposes of a Psychotropic Medication Utilization Review (PMUR) upon written request by Superior:
- i. Physician notes (last three months);
  - ii. Medication logs (last three months); and
  - iii. The most recent psychological evaluation.
- E) In the event the Contractor receives a written request for information from the STAR Health contractor (Superior/Cenpatico) that does not involve PMUR as identified in Subsection 42.D) of this Section, the Contractor shall advise the STAR Health contractor (Superior/Cenpatico) to contact the Child's caseworker or chain of command for assistance.
- F) All records received or created by the Contractor that are identifiable to Children referred by the Department are confidential and may be disclosed to third parties only with the prior written consent of the Department or within the scope of consents permitted by the Medical Consenter. The Contractor will take reasonable measures to secure confidential records and prevent the destruction and/or disclosure of such records. In the event the Contractor receives any request or demand for disclosure of confidential records by oral questions, documents subpoenas, civil investigative demand, interrogatories requests for information or other similar legal process, the Contractor will provide the Department with prompt notice of such request so that the Department may seek an appropriate protective order and/or consent to the Contractor's disclosure of the requested records.

- G) The Contractor shall establish a method to ensure the confidentiality of records and other information relating to Children according to applicable federal and state law, rules, and regulations. The Department shall have an absolute right of access to, and copies of, Child case records or other information relating to Children served under this Contract.
- H) The Contractor shall ensure that any staff designated by the Contractor and approved by DFPS for access to the Health Passport must comply with all operative restrictions of the Health Passport user agreement as it exists now or may later be amended, including the following:
  - i. Not to share information from the Health Passport with anyone without a direct need to know the information for purposes of providing health care, including behavioral health care, services to the Child;
  - ii. To share only the minimum amount of information from the Health Passport as is necessary to aid in the provision of health care, including behavioral health care, services to the Child;
  - iii. To be responsible for maintaining the physical security and confidentiality of Health Passport information that the user may view on a computer, print to paper or copy or download to other formats. People who do not need the information should not have physical access to it;
  - iv. To limit access to Health Passport records to those Children who are served by the Contractor or with whom the Authorized User has a relationship for which Health Passport access is authorized; and
  - v. Not to share passwords. If the Contractor becomes aware that a password has been shared, he or she is required to notify Superior within 24 hours so that a new password can be assigned.
- I) The Contractor shall advise Authorized Users that DFPS may restrict or deny access to the Health Passport if they are in violation of the user agreement or terms and conditions of the Contract.
- J) The provisions of this Section shall remain in full force and effect following termination of or cessation of the services performed under the terms of this Contract.
- K) The Contractor will provide access to all records and information concerning the Child to properly identified individuals appointed by a court of competent jurisdiction (Volunteer or Court Appointed Special Advocates (CASA), guardians ad litem, and attorneys ad litem).
  - i. Such records and information may include, but is not limited to, documentation of face-to-face visits with the Child by the Contractor's Case Manager staff, the Child's Service Plan, documentation of services provided to a Child, Discipline logs, medical and dental information, educational documentation, and narratives.

- ii. In order to assess that an individual who is accessing records and information is appointed by a court of competent jurisdiction, a Contractor or Caregiver should:
    - a. If such individual is an employee of the CASA, review for a valid court order; and
    - b. If such individual is a CASA volunteer, review for a valid court order and a notification letter of volunteer assignment and acceptance, that clarifies the individual's appointment to the Child.
  - iii. If Contractor or Caregiver cannot readily determine the identity or authority of an individual appointed by a court of competent jurisdiction, then Contractor or Caregiver should obtain approval from the Child's caseworker or chain of command prior to granting access to records or information
- L) **THE CONTRACTOR MUST NOT DISPOSE OF RECORDS BEFORE PROVIDING THE DEPARTMENT'S RESIDENTIAL CONTRACT MANAGER WRITTEN NOTICE OF ITS INTENT TO DISPOSE OF RECORDS AND RECEIVING WRITTEN APPROVAL FROM THE DEPARTMENT'S RESIDENTIAL CONTRACT MANAGER.**

**43. Intermittent Alternate Care.** Child-Placing Agencies that are permitted to use Intermittent Alternate Care must do so pursuant to the requirements contained in Attachment D, which is attached and incorporated by this reference. The Department may allow contracted Child-Placing Agencies to utilize Intermittent Alternate Care to:

- A) Provide Foster Parents additional supports for meeting child-care responsibilities;
- B) Increase the retention of Foster Parents;
- C) Decrease the number of moves Children experience; and
- D) Promote the overall development and permanency needs for Children in foster care.

**44. Notifications.**

- A) The Contractor must:
  - i. Maintain at all times at least one active electronic mail (email) address for the receipt of Contract-related communications from the Department. It is the Contractor's responsibility to monitor this email address for Contract-related information. The Contractor shall notify the Residential Contract Manager and the Residential Contract Mailbox (Residential\_Contracts@dfps.state.tx.us) with any updated email address within five calendar days of the change;
  - ii. At a minimum, give the Department the amount of written notice required by Section 27 of this Contract before discharging a Child placed by the Department;

- iii. Notify the Department within 24 hours after the Contractor determines that a Child placed by the Department with the Contractor is a danger to self or others and requires a placement in another setting, or has been incarcerated or placed in juvenile detention;
- iv. Notify the Department within 24 hours, when the Contractor knows that a Child placed by the Department and in the Contractor's care requires hospitalization;
- v. Notify the Department of any Serious Incident, including but not limited to, run away, death, and abuse neglect or exploitation, within the timeframe mandated by Minimum Standards. The Contractor may report Serious Incidents to the Department's Statewide Intake at 1-800-252-5400 to meet the requirements of this Subsection;
- vi. Notify the Residential Contract Manager within 10 calendar days, of any significant changes affecting the Contractor's residential child care program, including but not limited to, the addition, replacement, or termination of the Administrator or Board President; any change in ownership of the Facility; a change in the Contractor's status as a for-profit or non-profit entity; any change to the Contractor's admissions policy and significant changes to the scope and coverage of the services provided by the Contractor or Subcontractor under this Contract;
- vii. Notify the Residential Contract Manager within 10 calendar days, if there are Service Level issues which cannot be resolved by the Department's third-party contractor or payment issues which cannot be resolved by the applicable regional foster care billing coordinator;
- viii. Notify the Residential Contract Manager within 48 hours of an identified breach of confidentiality of Children's information;
- ix. Notify the school regarding any change that will affect the Child's attendance to school and, where possible the length of time a Child may be absent;
- x. Notify in writing the Child's Caseworker or Chain of Command of upcoming ARD team meetings within five business days of the Contractor's receipt of a written ARD team meeting notice;
- xi. Notify the residential.passportaccess@dfps.state.tx.us email box within 48 hours of any additions or deletions of Health Passport Authorized Users;
- xii. Notify the Department in writing within 10 calendar days if the Contractor receives a formal complaint or lawsuit filed against it regarding noncompliance with any statutes or regulations;
- xiii. Notify in writing the Child's CPS Caseworker or Chain of Command within 48 hours when a Voluntary Extended Foster Care Agreement signed by the Child has not been completed within 10 calendar days prior to the Child's 18th birthday; or a Voluntary Return to Foster Care Agreement has not been received for a Child 18 to 22 years of

age participating in one of these programs. Efforts made to obtain copies of these agreements should be documented in the Child's record;

- xiv. Notify the Department's Caseworker or Caseworker's Chain of Command within 30 calendar days when a Child 18 to 22 years of age is not participating in school, work or other activity which qualifies the Child for Extended Foster Care or Return to Foster Care;
- xv. Notify a Child's CPS Caseworker when a Child is 16 years of age or older, if at the time of updating the Child's Service Plan, the Contractor is not aware of a plan for the Child to enroll in or receive PAL Life Skills training classes;
- xvi. Notify the Department of a foster home application to a Child Placing Agency made by a Relative or Fictive Kin family by entering required data into the DFPS Child Care Licensing Public and Provider Website within two business days of when the application was accepted. The website is located at:  
[https://www.dfps.state.tx.us/Child\\_Care/Search\\_Texas\\_Child\\_Care/pFacilityLogin.asp](https://www.dfps.state.tx.us/Child_Care/Search_Texas_Child_Care/pFacilityLogin.asp)
- xvii. Notify the Department of reasons why a Relative or Fictive Kin family that applied to be a foster home is not verified by entering required data into the DFPS Child Care Licensing Public and Provider website within two business days of determining that the home will not be verified;
- xviii. Notify the Department of the relationship between a Relative, Fictive Kin, or unrelated foster parent verified by the Child Placing Agency and all Children in DFPS conservatorship placed in the foster home by entering or updating required data into the DFPS Child Care Licensing Public and Provider website within two business days of any such change; and
- xix. Notify each Child's Caseworker or Chain of Command in writing within two business days of the verification of a Relative or Fictive kin family and submit a copy of the foster parent's Home Screening to each Child's Caseworker.

**B) The Department will:**

- i. Provide the Contractor with 30 calendar days written notice when planning a discharge from placement except as provided below or in the case of a Contractor providing emergency care services where a five calendar day notice is required;
- ii. Not be required to provide notice for removal when court ordered, when there is an immediate threat to the health, safety or well-being of a Child, after the Contractor provides notice or requests removal under Section 27 of this Contract. However, when the Department determines the removal to be in a Child's best interest, they will make every effort to afford the Child and the Contractor reasonable notice;

- iii. When requested by the Contractor, provide the Contractor with a discharge document signed by the DFPS Program Director responsible for the Child or, at the Department's discretion, a higher management level if the Department wishes to discharge a Child with less than 30 days notice when the discharge is not for one of the reasons in Section 44.B)ii. of this Subsection. The discharge document shall describe the Department's reasons for the discharge and the reasons for discharging with less than 30 days notice;
- iv. Keep the Contractor informed of any significant changes in the Child's circumstances in a timely manner including legal status, family situation, and factors related to the Child's Permanency Goal;
- v. Notify the Contractor when it knows that funds for this Contract will be reduced or eliminated as referenced in Section 53 of this Contract; and
- vi. Notify the Contractor within 10 calendar days when a request for a Service Level evaluation will not be forwarded to the Service Level Monitor.

**45. Reporting.** The Contractor shall accurately complete cost reports, time studies, Internal Control Structure Questionnaires (ICSQs), Contract Monitoring surveys, and any other reports required and requested by the Department within time frames specified by DFPS. The Contractor must submit annual cost reports as required by 1 TAC §§355.7101-7103.

**46. Cost Report Training.** The Contractor acknowledges and agrees that individual(s) responsible for preparing the Contractor's cost reports shall:

- A) Attend HHSC cost report training in compliance with 1 TAC §355.7101 prior to submitting an annual cost report; and
- B) Attach a copy of the preparer's training certificate to each completed cost report.

**47. Authority of Department Staff.** Department staff are not authorized to sign non-DFPS forms unless those forms have received prior approval by an attorney for the Department. The Department is not bound by unauthorized staff actions in signing such forms. Department staff are permitted to sign the written Service Plan referenced in Attachment C of this Contract, sign documents as witnesses, and sign documents acknowledging receipt of information from Contractors.

**48. Notices of Department Funding.**

- A) The Contractor must place notices acknowledging the funding it receives from the Department in all of its literature and information published on its website that describes services provided under this Contract, in the same font size as the majority of the other descriptive material. This

notice will also appear in the Contractor's annual financial report, if any is issued.

- B) The Contractor's foster parent recruitment activities must not emphasize payment as the primary incentive for becoming a foster parent.

## **CONTRACT MONITORING**

**49. Assessments of Physical Facilities and Operations.** The Contractor shall allow periodic assessments of its physical facilities and operations, which may include specific foster homes, by a DFPS employees or DFPS authorized representatives. The Contractor's physical facilities and operations shall be approved by the Department based on assessments prior to and during the Contract Period.

## **50. Departmental Monitoring and Auditing.**

- A) The Contractor acknowledges and agrees that Department employees and/or representatives shall review the services provided and any related documentation for compliance with contractual and statutory/regulatory requirements.
- B) DFPS' Service Level Monitor will complete a periodic Service Level compliance review to determine the level of services that are actually being provided by the Contractor. When there are deficiencies, the Service Level Monitor provides the Contractor 30 calendar days for correction beginning with the date that the Service Level Monitor first determined that the Contractor was not meeting the contracted Service Levels. The Service Level Monitor will issue a final letter indicating the Contractor's non-compliance with the Service Levels after the 30 calendar-day period for correction. Upon receipt of notification from the Department, the Contractor will not be paid more than the Service Level daily unit rate as determined by the Service Level Monitor. The Contractor will not be paid at a rate higher than the Service Level rate until the Contractor receives notice from the Department. The Service Level Monitor will indicate to the Department that all contracted services are being met and the Department will subsequently notify the Contractor. This is not a limitation on other remedies that DFPS may pursue.
- C) Right to Audit. Contractor will cooperate fully in any review conducted by DFPS or its authorized representatives related to services provided under this Contract. DFPS has the authority to monitor, inspect, assess, and review the fiscal, contractual, or program performance of the Contractor, including all information related to any services provided under this Contract or billed to DFPS. Contractor will remedy any weaknesses, deficiencies, program noncompliance, or audit exceptions found as a result of a review by DFPS or its authorized representatives in a timely manner.



Such remedy can include any appropriate sanctions or penalties deemed necessary by DFPS. Acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, HHSC Office of Inspector General, or any successor agency, to audit or investigate the expenditure of funds under this Contract or any subcontract. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards. Failure to enforce any provision of the Contract does not constitute a waiver of that provision, or any other provision, of the Contract.

## **OTHER PROVISIONS**

- 51. Precedence of Contractor Compliance.** The terms of the Contract shall prevail over less stringent licensing regulations or other state or federal regulations.
- 52. Comptroller Status.** Contractor agrees that should the Texas Comptroller of Public Accounts ever place the Contractor on "vendor hold" or "not in good standing," then the Department will apply all payments under this Contract directly toward eliminating any of Contractor's debts or delinquencies to the State of Texas.
- 53. Contract Contingency.** This Contract is at all times contingent upon the availability and receipt of state or federal funds that the Department has allocated to this Contract. If any such funds for this Contract become unavailable during any budget period, this Contract may be immediately terminated or reduced at the discretion of the Department.
- 54. Subcontracting.** Contractor will be responsible to DFPS for any subcontractor's performance under this Contract.
- A) Subcontractors providing services under the Contract will meet the same requirements and level of experience as required of Contractor. No subcontract under the Contract will relieve Contractor of responsibility for ensuring the requested services are provided. If Contractor uses a subcontractor for any or all of the work required, the following conditions will apply:
- i. Contractors planning to subcontract all or a portion of the work to be performed will identify the proposed subcontractors and keep a record available to DFPS upon request.
  - ii. Subcontracting will be solely at Contractor's expense.
  - iii. DFPS retains the right to check subcontractor's background

- iv. Contractor will be the sole contact for DFPS and Contractor will list a designated point of contact for all Department inquiries.
- B) Contractor will include a term in all proposed subcontracts that incorporates this Contract by reference and binds subcontractor to all the requirements, terms, and conditions of this Contract related to the service being provided by the subcontractor. Contractor will also include terms that explicitly hold that this Contract controls in the event of any conflict with a subcontract. DFPS approval of Contractor's use of any subcontractor is conditioned upon the extent that any subcontract does not conflict with any requirements of the Contract between DFPS and Contractor.
- C) DFPS retains the right to disapprove of the use of any subcontractor under this Contract.
- D) Pursuant to Chapter 2251 of the Texas Government Code, Contractor will make any payments owed to subcontractors within 10 calendar days of Contractor's receipt of funds from DFPS.

**55. Assignments.** Contractor will refrain from transferring or assigning any portion of this Contract without prior written approval from DFPS. Contractor may collaterally assign its right to receive payments for the services provided by Contractor. Contractor must give written notice to DFPS at least 10 working days in advance of any assigned payment. Contractor will not assign or otherwise encumber any interest in or rights to payments of funds that Contractor must pass through to other individuals or entities per the requirements of this Contract. This Section does not prohibit collateral assignment of payments for the purpose of secured lending arrangements in the ordinary course of business.

**56. Vendor Performance.** Pursuant to Section 2155.144 (K) of the Texas Government Code and 20.108 of the Texas Administrative Code, state agencies are required to report vendor performance on any purchase of \$25,000 or more from contracts administered by the Texas Comptroller of Public Accounts or any other purchase made through an agency's delegated authority or a purchase made pursuant to the authority in Government Code, Title 10, Subtitle D or a purchase exempt from Texas Comptroller of Public Accounts' procurement rules and procedures. DFPS reports vendor performance by means of the Vendor Performance Tracking System (VPTS), which can be accessed online at:  
[http://www.window.state.tx.us/procurement/prog/vendor\\_performance/](http://www.window.state.tx.us/procurement/prog/vendor_performance/)  
DFPS may use the VPTS to determine best value when awarding contracts in instances where past performance is included as a factor in the evaluation of a vendor for award.

**57. Contract Changes, Amendments and Renewals.**

- A) Changes and Amendments. Except as provided in Subsection 57.C) of this Section, no change, modification, or amendment to the Contract will be effective until approved in writing by the Department and the Contractor.
- B) Contract Renewals. The Contract is renewable upon mutual agreement of the parties and subject to the conditions in 40 TAC §§700.2501-2505, 40 TAC §732.230, and the terms of this Contract.
- C) Unilateral Amendments. The Department reserves the right to make unilateral amendments to this Contract. A unilateral amendment will be effective upon the Contractor's receipt of a copy of the amendment signed by the Department. DFPS reserves the right to execute a unilateral amendment when necessary to:
  - i. Incorporate new or revised federal, State, or Department laws, regulations, rules, or policies;
  - ii. Change the name of the Contractor in order to reflect the Contractor's name as recorded by the Texas Secretary of State;
  - iii. Correct an obvious clerical error in the Contract;
  - iv. Change Contract and resource numbers;
  - v. Change the recorded license number of any license needed under this Contract in order to reflect the correct number as issued by the licensing authority;
  - vi. Update Service Level descriptions or daily rates; or
  - vii. Comply with a court order or judgment.

**58. Remedies.** In addition to, or instead of, all other actions authorized under this Contract, the Department, based on information from Monitoring or other verifiable sources, may take any other actions deemed reasonable by the Department to ensure compliance with the terms and conditions of this Contract. Such actions include, but are not limited to, the following:

- A) The Department may require the Contractor to take specific corrective actions in order to maintain compliance with Service Levels, applicable federal or state regulations, and the terms and conditions of this Contract. The Contractor's failure to comply with the specific corrective actions may be grounds for the Department to suspend or terminate the Contract, in whole or in part. The Contractor must respond in writing to the Contract corrective action plan and must address each correction in writing. The Contractor must submit its written response to the Department for review and approval. Upon receipt of the Department's approval, the Contractor must implement the requirements of the Contract corrective action plan and must maintain compliance with the Contract corrective action plan. Failure to comply or maintain compliance with the Contract corrective action plan may be grounds for the exercise of further remedies set forth in this Section;

- B) Recover payments paid to the Contractor or impose remedies based on Monitoring/audit findings of violations of Contract requirements;
- C) Temporarily or permanently remove any or all Children subject to the terms of this Contract;
- D) Suspend and/or limit any further placements of Children, and place conditions on any such suspensions and/or limitations of placements;
- E) Suspend, place into abeyance, or remove any of the Contractor's contractual rights, in whole or in part; and
- F) In addition to any other right to suspend or terminate contained in this Contract, the Department reserves the right to suspend or terminate this Contract, in whole or in part and conduct a new solicitation and/or enter into a new Contract for the same or similar services.

**59. Provisions for Suspension or Termination of Contract and Dispute Resolution.**

- A) If the Contractor fails to provide services according to the terms and conditions of this Contract, the Department may immediately, upon written notice of default to the Contractor, suspend or terminate all or any part of the Contract.
- B) Either party may terminate this Contract by giving 30 calendar days written notice to the other party, after which the Contract will terminate at the end of the 30 calendar day notice period. Nothing in this Subsection may be construed to prohibit immediate suspension or termination of this Contract pursuant to this Section.
- C) At the end of the Contract term or other contract termination, the Contractor shall, in good faith and in reasonable cooperation with the Department, aid in the transition to any new arrangement or provider of services, including the orderly transition of each Child placed by the Department to new homes. The respective accrued interests or obligations incurred to date of termination must be settled equitably. This equitable settlement must occur in compliance with 40 TAC §732.270-271 within six months from the date the Contract has ended or is otherwise terminated in accordance with this Contract.
- D) Upon termination or expiration of this Contract, the Department will work with the Contractor to transfer the Department's Children from the Contractor's Facility as efficiently as possible. The goal will be to remove all the Department's Children by the effective date of the expiration or termination of the Contract; however, in the event this is not possible, the Contractor will continue to provide care for the Children in accordance all terms and conditions of this Contract. The Department will reimburse the Contractor for any care provided after the date of Contract termination or Contract expiration until all Children are removed from the Contractor's care.

- E) The Department will terminate this Contract if the Contractor is found liable for or has a contract, license, certificate, or permit of any kind revoked for Medicaid fraud.
- F) The Department will suspend or terminate this Contract if the Contractor's license, certificate, contract, permit, registration, or other approval (any of which are required to operate and to provide the services under this Contract) has been suspended or terminated by the applicable federal or state governmental authority, or by any applicable governmental entity named in Chapter 531 of the Texas Government Code.
- G) If this Contract is terminated or suspended for any reason, Department and the State of Texas shall not be liable to the Contractor for any damages, claims, losses, or any other amounts arising from or related to any such termination. However, the Contractor may be entitled to the remedies provided in Government Code, Chapter 2260.
- H) Contract Dispute Resolution.
  - i. DFPS and the Contractor must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any claim for breach of Contract made by the Contractor.
  - ii. Neither the occurrence of an event, nor the pendency of a claim constitutes grounds for the suspension of performance by the Contractor, in whole or in part.

**60. INDEMNIFICATION. THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS, DEPARTMENT, ITS OFFICERS AND EMPLOYEES, FROM ANY CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES INCLUDING WITHOUT LIMITATION, ATTORNEY'S FEES AND COURT COSTS CONNECTED WITH ANY ACTS OR OMISSIONS OF THE CONTRACTOR OR ANY AGENT, EMPLOYEE, , SUBCONTRACTOR OR SUPPLIER IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT. THE CONTRACTOR MUST COORDINATE ANY DEFENSE WITH THE TEXAS ATTORNEY GENERAL AS REQUESTED BY DFPS. THIS SECTION IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE THE CONTRACTOR TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE DEPARTMENT FOR ANY CLAIMS OR LIABILITIES RESULTING FROM NEGLIGENT ACTS OR OMISSIONS OF DFPS OR ITS EMPLOYEES.**

**61. Prohibition on Non-compete Restrictions.** Contractor will not require any employees or subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements, that would limit or restrict such persons or entities from employment or contracting with other providers (including DFPS).

- 62. Limitation on Use of DFPS Seal and Name.** Contractor may not use the DFPS seal in any form or manner without the prior written approval of the Department. Contractor also may not use the name of DFPS to imply any endorsement, approval, or sponsorship of Contractor's goods or services by DFPS.
- 63. Force Majeure.** The Contractor will be excused from the obligations of this Contract to the extent that performance is delayed or prevented by any circumstances (except financial) reasonably beyond the Contractor's control. Such delays or failures to perform shall extend the period of performance at the discretion of DFPS. The Contractor must inform the Department in writing of proof of force majeure within three business days or otherwise waive this right as a defense. The Contractor agrees that breach of this provision entitles DFPS to any and all available remedies.
- 64. Buy Texas.** In accordance with Texas Government Code §2155.4441, the State of Texas requires that during the performance of a contract for services, Contractor will purchase products and materials produced in the State of Texas when available at a price and time comparable to products and materials produced outside the state.
- 65. Copyrights and Use of Information.** The Contractor, in developing, copying, and disseminating reports or other information under this Contract, shall retain all rights to copyright, use, reproduce, and distribute any material written or produced by the Contractor that is the subject of this Contract. When the Contractor develops materials using funds from this Contract, the Contractor must grant the Department and the federal government a royalty-free, non-exclusive, and irrevocable license or right to reproduce, translate, publish, use, disseminate, and dispose of such materials and to authorize others to do so for governmental purposes.
- 66. Exhibits.** The following documents are incorporated into this Contract:
- A) Form 2031, Signature Authority Designation;
  - B) Form 2033RCC, Subcontractor Documentation Form;
  - C) Form 2033a-RCC, Subcontractor Process;
  - D) Forms 4732, Request for Determination of Ability to Contract
  - E) Form 9007 RCC, Internal Control Structure Questionnaire (ICSQ) for Residential Child Care.
- 67. Certifications.** The certifications enumerated below represent material facts upon which DFPS relies when contracting for services. If the Department later determines that Contractor knowingly rendered an erroneous certification, DFPS may pursue all available remedies in accordance with Texas and U.S. law. Contractor further agrees that it will provide immediate written notice to

DFPS if at any time Contractor learns that any of the certifications provided for this contract were erroneous when submitted or have since become erroneous by reason of changed circumstances. If the Contractor cannot certify the accuracy of all certification statements, then Contractor must provide written notice to DFPS detailing which statements it cannot certify and why. Contractor acknowledges its continuing obligation to comply with the requirements of all certifications, and will immediately notify DFPS of any changes in circumstances affecting these certifications.

- A) **Certification Regarding Lobbying.** State and federal law place restrictions on the use of state and federal funds in regard to lobbying. The Contractor certifies, to the best of its knowledge and belief, that:
- i. In accordance with 31 U.S.C. §1352, no federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
  - iii. The Contractor will require that the language of this certification be included in the award documents for subcontracts and that all subcontractors will certify and disclose accordingly.
  - iv. Payments of appropriated or other funds to Contractor under any resulting agreement are not prohibited by Texas Government Code §556.005 or §556.008.
- B) **Suspension, Ineligibility, and Voluntary Exclusion.** Executive Orders 12549 and 12689 require DFPS to screen each covered Contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Contractor certifies the following:
- i. That Contractor is, to the best of its knowledge and belief, not debarred, suspended, declared ineligible, or voluntarily excluded from participation in this solicitation or any resulting contract.

- ii. That Contractor will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DFPS or the U.S. Department of Health and Human Services.
- iii. That Contractor will include this Section regarding debarment, suspension, ineligibility, and voluntary exclusion without modification in any subcontracts or solicitations for subcontracts.
- C) **Child Support.** Under Texas Family Code Section 231.006, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
- D) **Drug-Free Workplace Certification.** Contractor certifies that it will or will continue to provide a drug-free workplace by:
  - i. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - ii. Establishing an ongoing drug-free awareness program to inform employees about—
    - a. The dangers of drug abuse in the workplace;
    - b. The grantee's policy of maintaining a drug-free workplace;
    - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - iii. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by Sub-Section (D)(i);
  - iv. Notifying the employee in the statement required by Sub-Section (D)(1) that, as a condition of employment under the grant, the employee will—
    - a. Abide by the terms of the statement; and
    - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - v. Notifying the agency in writing, within ten calendar days after receiving notice under Sub-Section (D)(iv)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has



- designated a central point for the receipt of such notices. Notice will include the identification number(s) of each affected grant;
- vi. Taking one of the following actions, within 30 calendar days of receiving notice under Sub-Section (D)(iv)(b), with respect to any employee who is so convicted—
- a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
  - c. Making a good faith effort to continue to maintain a drug-free workplace.
- E) **Anti-Trust Certification.** Pursuant to 15 U.S.C. Sec. 1, et seq. and Tex. Bus. & Comm. Code Sec. 15.01, et seq., Contractor certifies that neither the Contractor nor the firm, corporation, partnership, or institution represented by the Contractor, or anyone acting for such a firm, corporation, or institution has violated the anti-trust laws of this state, federal anti-trust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
- F) **Deceptive Trade Practices.** Contractor certifies that it has not been found guilty or liable of a Deceptive Trade Practices Act or any unfair business practice either in an administrative hearing or court suit within the last five years. Contractor certifies that it has no officers who have served as officers of other entities who have been found guilty or liable of a Deceptive Trade Practices Act or any unfair business practice either in an administrative hearing or court suit within the last five years. Contractor represents and warrants that within the last five years it has not been found guilty or liable of any investigation or proceeding by any federal or state securities regulator under any federal or state securities laws or regulations.
- G) **Prohibited Responses and Contracts.** Pursuant to Texas Government Code §2155.004–006, Contractor certifies that the individual or business entity named in this form is eligible to receive the specified contract and acknowledges that any contract concerning this certification may be terminated and payment withheld if this certification is inaccurate.
- H) **Financial Interests and Gifts.** Contractor certifies that neither Contractor nor any person or entity that will participate financially in a contract has received compensation from DFPS for participation in preparation of specifications for a contract. Contractor certifies that it has not given, offered to give, and does not intend to give at any time, any economic opportunity, future employment, gift, loan, gratuity, special

discount, trip, favor, or service to any public servant or employee in connection with a contract.

**68. List of Attachments.** The following documents are attached hereto and incorporated herein by this reference:

- **Attachment A** - 24-Hour Residential Child Care Rates
- **Attachment B** - Residential Child Care Contract Glossary
- **Attachment C** - Service Level Descriptions
- **Attachment D** - Intermittent Alternate Care
- **Attachment E** - Special Terms and Conditions
- **Attachment F** - Performance Measures

**69. General Release.** The acceptance by the Contractor or its assignees of the final payment under this Contract, whether by voucher, judgment of any court of competent jurisdiction, or any other administrative means, constitutes and operates as a general release to the State from all claims of and liability to the Contractor arising out of the performance of this Contract.

**70. Waiver.** One or more waivers by the Department of any covenant, term or condition of this Contract shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition, and any such waiver shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract. The consent or approval by the Department shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by the Department to any act of the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

**71. Severability.** If any part of any clause or provision of this Contract is illegal, invalid, or unenforceable under present or future laws, then it is the intention of the parties that the remainder of this Contract shall not be affected and that, to the extent of any such invalidity, illegality, or unenforceability, there be added as a part of this Contract a clause or provision of similar terms as may be legally possible in order to make the prior intent of such clause or provision legal, valid, and enforceable.

**72. Limitation on Authority.** The Contractor will have no authority to act for or on behalf of the Department or the State of Texas except as expressly provided for in this Contract; no other authority power or use is granted or implied. The Contractor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State of Texas or the Department.

# Residential Child-Care Contract

**73.** This Contract constitutes the entire legal and binding agreement between the parties, who have duly authorized, executed, and delivered this Contract in accordance with its terms. The undersigned representatives have the authority to execute and agree to this Contract on behalf of their respective represented party.

**74. Term.** This Contract is effective \_\_\_\_\_ through \_\_\_\_\_.

**Texas Department of Family and  
Protective Services**

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Printed Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Contractor**

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Printed Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## Residential Child-Care Contract Attachment "A"

### 24-Hour Residential Child-Care Rates

The following rates will be effective through the Contract term:

Rate Structure	FY 2011-FY 2012 Rates
Basic CPA	\$39.52
Basic Foster Family	\$22.15
Basic Facility	\$42.18
Moderate CPA	\$71.91
Moderate Foster Family	\$38.77
Moderate Facility	\$96.17
Specialized CPA	\$95.79
Specialized Foster Family	\$49.85
Specialized Facility	\$138.25
Intense CPA	\$175.66
Intense Foster Family	\$88.62
Intense Facility	\$242.85
Emergency Care Services	\$115.44

The amounts below are the minimum amounts that a Child-Placing Agency must reimburse its foster families for Children receiving services under a Contract with the Department.

Service Level	Minimum Daily Amount to be Reimbursed to a Foster Family
Basic	\$22.15
Moderate	\$38.77
Specialized	\$49.85
Intense	\$88.62

## Residential Child-Care Contract Attachment "B"

### Residential Child-Care Contract Glossary

This Attachment contains a list of terms and their definitions as used in the Contract.

**Ansell-Casey Life Skills Assessment:** An assessment of a Child's independent living skills designed to be completed by both the Child and the Caregiver. The Child and Caregiver results are combined into a report which provides an indication of the skill level and readiness of the Child to live independently and creates the opportunity for the Caregiver and Child to talk about the Child's life skills.

**Appropriate Clothing:** Clothing that, at a minimum, is:

- i. In sufficient quantity such that there are an adequate number of the following: T-shirts, undershirts, underwear, bras, socks, shoes, pants, shirts, skirts, blouses, coats/jackets, sweaters, pajamas, shorts and other clothing necessary for a Child to partake in daily activities;
- ii. Gender and age-appropriate;
- iii. Proportionate to the Child's size;
- iv. In good condition, and is not worn-out with holes or tears (not intended by the manufacturer to be part of the item of clothing);
- v. Clean and washed on a regular basis;
- vi. Comfortably fitting;
- vii. Is similar to clothing worn by other children in their community; and
- viii. Adequate to protect Children against natural elements, such as rain, snow, wind, cold, sun and insects.

**Authorized User:** An employee approved by the Contractor and identified to the Department who has been granted access to view information in the Health Passport.

**Background History Checks:** Searches of different databases that are conducted on an individual. There are three types of Background History Checks: criminal background checks conducted by the Department of Public Safety for crimes committed in the State, criminal history checks conducted by the FBI for crimes committed anywhere in the U.S., and central registry checks conducted by DFPS. The central registry is a database of people who have been found by Child Protective Services, Adult Protective Services, or Licensing to have abused or neglected a Child (40 TAC §745.611).

**Basic Living Skills:** Skills necessary to care for oneself and to function in the community. Basic Living Skills include, but are not limited to, grocery shopping, food planning and preparation, maintenance of living environment, laundry, personal

## Residential Child-Care Contract Attachment "B"

hygiene, utilization of transportation systems, personal identification documents, personal finance, and budgeting.

**Behavioral Health Services:** Services for the treatment of mental, emotional, or substance related disorders.

**Caregiver:** A person whose duties include the supervision, guidance, and protection of a Child or Children.

**Case Manager:** A Contractor's employee who may provide services, including but not limited to:

- A) Placing a Child into a foster home or other substitute living arrangement;
- B) Managing the case of a Child, including:
  - i. Completing admission assessments or any other evaluation of a child for placement;
  - ii. Developing, reviewing, and updating of service plans;
  - iii. Completing a discharge or transfer summary;
  - iv. Developing and updating of service plans;
  - v. Stewarding direct contact with Children and the foster parents or other caregivers; and
  - vi. Performing any additional activities that may consist of planning and coordination of services to Children and the foster families based on current needs and functioning;
- C) Orientating, assessing, and verifying foster parents; and
- D) Monitoring and providing support services to foster parents, including the initiation of development plans, corrective actions, or adverse actions.

**Case Management Services:** Any service referenced in the Case Manager definition or in services referenced in the 40 TAC §§749.663 or 748.561.

**Caseworker:** A DFPS employee who provides casework services to Children in Substitute Care under the conservatorship of the State. When the Contract requires approval from or notification of the Child's Caseworker, the Contractor may utilize the Caseworker's Chain of Command if the Contractor is unable to contact the Caseworker.

**Chain of Command:** The administrative structure used in the event the Contractor is unable to communicate with the Child's Caseworker. The typical Department Chain of Command is as follows: Caseworker, Supervisor, Program Director, Program Administrator and Regional Director. The Department Chain of Command is identified by the district/region in which the Caseworker is housed.

## Residential Child-Care Contract Attachment "B"

**Child and Children:** A person(s) eligible for services under this Contract from birth through the end of the month in which the Child turns 22 years of age.

**Child-Care Services:** Services that meet a Child's basic need for shelter, nutrition, clothing, nurture, socialization and interpersonal skills, care for personal health and hygiene, supervision, education, and service planning.

**Child Placement Vacancy Database:** The DFPS internet website used by Contractors to report, or confirm, the number of available openings, including applicable characteristics, and used by the Department to assist in finding placements. At:  
[https://qawww.dfps.state.tx.us/Child\\_Care/Search\\_Texas\\_Child\\_Care/ppFacilityLogIn.asp](https://qawww.dfps.state.tx.us/Child_Care/Search_Texas_Child_Care/ppFacilityLogIn.asp)

Select: Update Provider Vacancies

**Child's Plan of Service:** The Department's developed plan that addresses the services that will be provided to each foster Child to meet the Child's specific needs while in Substitute Care.

**Connections:** Relationships Children have with extended family members, previous foster families, schools, communities, tribes or tribal customs, religions or religious observances, and other social networks.

**Contract Period:** Time period of the beginning date through the ending date specified in the term of the original Contract, including Contract renewals or Contract extensions.

**Contracted Components of Care:** In addition to the requirements set forth in Attachment C and Sections 9 through 22 of this Contract, services documented in the Child's Plan of Service and within the scope of the Contractor's license, provided directly or procured on behalf of the Child. Components of care include, but not limited to the provision of routine 24-hour child-care, behavior counseling and supervision, educational and vocational activities, routine recreational activities, medical and dental care, travel, and activities that may require the Contractor's participation.

**Covered Behavioral Health Services:** Medicaid allowable Behavioral Health Services eligible to be paid in response to claims processed through the Child's Medicaid health plan.

**CPS Transition Plan:** A plan to address the issues that are important for all Children 16 and older as they prepare to leave care and enter the adult world. The

## Residential Child-Care Contract Attachment "B"

plan helps the Child, providers and Caseworkers identify what services are needed to accomplish goals and it is incorporated into the Child's Plan of Service.

**Cultural Competence:** The ability of individuals and systems to provide services effectively to people of various cultures, races, ethnic backgrounds, and religions in a manner that recognizes, values, affirms, and respects the worth of the individuals and protects and preserves their dignity.

**Designated Victim:** A Child determined as such by an investigation resulting in a disposition of Reason to Believe (RTB) and entered in the data system (Reference Section 6610 of the Licensing Policy and Procedures Handbook (LPPH)). A Designated Victim will be counted when the disposition is made or, if an Administrative Review is requested, only after the disposition is "Upheld" by the decision of the Administrative Review body (Reference Section 7710 of the LPPH).

**Discharging Contractor:** The individual or legal entity designated by and contracting with DFPS that provided Residential Child Care to or was responsible for the care of a Child prior to the Child's placement with the Receiving Contractor.

**Discipline:** A form of guidance that is constructive or educational in nature and appropriate to the Child's age, development, situation, and severity of behavior.

**DFPS Child Care Licensing Public and Provider Website:**

[https://www.dfps.state.tx.us/child\\_care/Search\\_Texas\\_Child\\_Care/ppFacilityLogin.asp](https://www.dfps.state.tx.us/child_care/Search_Texas_Child_Care/ppFacilityLogin.asp)

**Educational Supports, Services and Benefits:** State and Federal regulations regarding Children in DFPS substitute care that enable them to access services, such as counseling, mentoring/tutoring, driver's education, graduation items, college Tuition and Fee Waiver information and verification letters, and Education and Training Voucher.

**Education and Training Voucher (ETV) Program:** A federally-funded (Chafee) and state-administered program. Under this program, Children ages 16 to 23 years old may be eligible for up to \$5,000.00 financial assistance per year to help them reach their post-secondary educational goals.

**Education Portfolio:** The updated and maintained separate education binder that contains important school documents and is designed to follow School-Age Children to each placement. This allows for the review of the most current educational records and documentation by school officials, Residential Child-Care Contractors, Foster Parents, Kinship Caregivers, and the Children.



## Residential Child-Care Contract Attachment "B"

**Emergency Behavior Intervention:** An intervention used in an emergency situation, including personal restraint, mechanical restraint, emergency medication, and seclusion.

**Experiential Life Skills Activities:** Activities which engage the Child in learning new skills, attitudes, and ways of thinking through hands-on learning opportunities. Experiential life-skills training is tailored to a Child's skills and abilities and may include training in practical activities that include grocery shopping, meal preparation and cooking, using public transportation, performing basic household tasks, balancing a checkbook, and managing personal finances.  
[http://www.dfps.state.tx.us/PCS/Residential\\_Contracts/default.asp](http://www.dfps.state.tx.us/PCS/Residential_Contracts/default.asp)

**Extended Foster Care:** A program for Children 18 to 22 years old who are eligible, and have signed an agreement to participate in this program. A Child who turns 18 years of age while in the conservatorship of DFPS, is eligible for Extended Foster Care services through the end of the month in which the Child reaches the age limit referenced in A) through F), so long as sufficient documentation is provided on a periodic basis as required by the terms of the Child's Extended Foster Care Agreement to demonstrate that the Child is:

- A) Regularly attending high school or enrolled in a program leading toward a high school diploma or GED up to the Child's 22nd birthday.
- B) Regularly attending an institution of higher education or a post-secondary vocational or technical program up to the Child's 21st birthday. These Children can remain in care to complete vocational-technical training classes regardless of whether or not the Child has received a high school diploma or GED certificate. (40 TAC §700.316)
- C) Actively participating in a program or activity that promotes, or removes barriers to employment up to the Child's 21st birthday;
- D) Employed for at least 80 hours per month up to the Child's 21st birthday;
- E) Incapable of doing any of the above due to a documented medical condition up to the Child's 21st birthday ; or (40 TAC §700.316)
- F) Accepted for admission to a college or vocational program that does not begin immediately. In this case, the Child's eligibility is extended three and a half months after the end of the month in which the Child receives his/her high school diploma or Graduate Equivalency Diploma (GED) certificate.

**Extracurricular Activities:** Outside the regular academic curriculum, including athletic, social, and cultural events.

**Face-to-Face:** A meeting held in person as opposed to videoconferencing or any other similar form of technology.

## Residential Child-Care Contract Attachment "B"

**Facility:** Any Residential Child-Care operation including Child-Placing Agencies and General Residential Operations.

**Foster Care Maintenance Payments:**

- A) Payments to cover the cost of (and the cost of providing) food, clothing, shelter, daily supervision, school supplies, a Child's personal incidentals, liability insurance with respect to a Child, and reasonable travel to the Child's home for visitation. In the case of institutional care, such term shall include the reasonable costs of administration and operations of such institution as are necessarily required to provide the items described in the preceding sentence;
- B) In cases where:
  - i. A Child placed in a foster home or child-care institution is the parent of a son or daughter who is in the same home or institution, and
  - ii. Payments described in Subsection A) are being made under this part with respect to such Child, the foster care maintenance payments made with respect to such Child as otherwise determined under Subsection A) shall also include such amounts as may be necessary to cover the cost of the items described in that Subsection with respect to such son or daughter.  
(42 USC, Chapter 7, Section 675 (4))

**Fictive Kin:** A Person who has a significant, long-standing relationship with a Child's family.

**Foster Parent:** A person receiving foster care maintenance payments from a CPA. This term does not apply to Contractor staff from other programs and Intermittent Alternate Care providers. This term is specific to Child-Placing Agency programs.

**Grooming Products:** Items or products provided to the Child to meet their personal and ethnic needs, including, but not limited to: haircuts, hair care products, hair care accessories, sensitive skin products, hypoallergenic products, and necessary headwear, where applicable.

**Head Start:** A national program that promotes school readiness by enhancing the social and cognitive development of Children through the provision of educational, health, nutritional, social and other services to enrolled Children and families. Caregivers may locate Head Start programs at local address, city, or zip code through Head Start locator <http://eclkc.ohs.acf.hhs.gov/hslc/HeadStartOffices>.

**Health Passport:** An electronic health information system for the medical information of Children in the care or custody of DFPS.

## Residential Child-Care Contract Attachment "B"

**Healthy Racial and Ethnic Identity:** A healthy sense of racial and ethnic identity is exemplified by an individual who:

- A) Identifies as a member of a particular racial/ethnic group or groups;
- B) Has generally positive attitudes about being a member of that group, but also has a balanced view of the strengths and challenges associated with it;
- C) Affiliates with members of his or her own group but is also generally accepting of people from other groups; and
- D) Is able to cope successfully with perceived or real racism and discrimination and has possibly shown some effective strategies for dealing with it.

**Individual Cultural Competence:** The knowledge, skill or attribute one has relative to cultures other than his/her own, that is observable in the consistent patterns of an individual's behavior, interaction and work related activities over time, which contributes to the ability to effectively meet the needs of Children and families receiving services.

**Individual Education Plan (IEP):** A written statement for each Child with a disability that is developed, reviewed, and revised according to the requirements of Individuals with Disabilities Education Act (IDEA).

**Initial Authorized Service Level:** The first Basic, Moderate, Specialized, or Intense Service Level determined by the third-party contractor and based on information regarding the Child's service needs.

**Injury** (from use of an Emergency Behavior Intervention (EBI)): Means harm to the Child resulting from staff use of an EBI on the Child. It includes emergency medication, seclusion, and personal and mechanical restraints as defined in Minimum Standards.

- A) Non-Reportable Injury requires first aid attention.
- B) Reportable Injury is a serious Injury that requires professional medical attention.

**Interdisciplinary Team:** A team of professionals that includes representation from at least three disciplines of study.

**Intermittent Alternate Care:** A planned alternative 24-hour care provided for a Child by a licensed Child-Placing Agency as part of the agency or home's regulated child care and that lasts more than 72 consecutive hours.

## Residential Child-Care Contract Attachment "B"

**Kinship (Relative) Caregivers:** Unlicensed Caregivers whom the court has approved for a Child's placement because they are related to the Child; or have a Fictive Kin relationship to the Child.

**Managing Conservator:** A person responsible for a Child as the result of a district court order pursuant to the Texas Family Code Chapter 153. (TAC §700.501(9))

**Medical Care:** The prevention, treatment, and management of illness and the preservation of mental and physical well being through the services offered by the medical and allied health professions.

**Medical/Healthcare Items:** Medically necessary equipment, medical/surgical items, and personal devices or items prescribed or purchased for a Child to augment or enhance communication or speech functioning, vision, dental function or physical/medical functioning.

**Minimum Standards:** DFPS rules which are the minimum requirements for permit holders and which are enforced by DFPS to protect the health, safety, and well being of Children. DFPS provides publications that contain the Minimum Standards and guidelines for compliance for each type of operation.

**Monitoring:** Monitoring is a systematic examination of the physical site, financial statements, records and procedures of a Contractor. It involves many of the techniques and procedures used in auditing, but differs both in scope and purpose. Functioning properly, the Monitoring process serves as an early warning system, detecting potential problem areas before they become severe and providing plans for corrective action.

**National Youth in Transition Database:** The data collection system developed by the Administration for Children and Families (ACF) to track the independent living services provided to Children and to develop outcomes that measure the States' performance in preparing Children for their transition from foster care to independent living. More information is available at:  
[http://www.dfps.state.tx.us/Child\\_Protection/Transitional\\_Living/nytd.asp](http://www.dfps.state.tx.us/Child_Protection/Transitional_Living/nytd.asp)

**National Youth in Transition Survey:** The survey developed to collect data for the National Youth in Transition Database. Children and their Caregivers complete the National Youth in Transition Survey utilizing a computer with access to the internet.

**Network Provider:** A Healthcare or behavioral Healthcare Provider enrolled and participating in the STAR Health network.

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**Organizational Cultural Competence:** A set of values, behaviors, attitudes, and practices within a system, organization, program or among individuals, which enables staff and volunteers to work effectively with children and families from other cultures. Furthermore, it refers to the staff's ability to honor and respect the beliefs, language, interpersonal styles, and behaviors of individuals and families receiving services.

**Performance Management Evaluation Tool (PMET):** An Internet-based data collection and reporting system for DFPS Contractors to self-report performance measure data.

**Permanency Goal:** The Department's permanency goals are subcategories of the four goals identified by the Texas Family Code §263.3026. The categories are as follows:

- A) Family Reunification;
- B) Adoption by a relative or suitable individual (Relative/Kinship Adoption or Unrelated Adoption);
- C) Permanent Managing Conservatorship to a relative or suitable individual (Relative/Kinship Conservatorship or Unrelated Conservatorship);
- D) Another planned permanent living arrangement (Foster Family - DFPS Conservatorship, Other Family DFPS Conservatorship, Independent Living or Community Care).

**Permanency Planning:** The identification of services for a Child (and usually to the Child's family), the specification of the steps to be taken and the time frames for taking those steps so as to achieve the following goals:

- A) A safe and permanent living situation for the Child;
- B) A committed family for the Child;
- C) An enduring and nurturing family relationship that can meet the Child's needs;
- D) A sense of security for the Child;
- E) A legal status for the child that protects the rights of the Child; and
- F) In the case of a Child whose permanency goal is another planned, permanent living arrangement, a connection to a caring adult who will be supportive into adulthood during and after the transition to independent living. (40 TAC §700.1201 and CPS policy §6200)

**Personal Contact:** A meeting, either face-to-face or by telecommunication, during which the parties' discussion and actions are not directed.

**Personal Items:** All objects and other materials in possession of the Child upon admission, given as a gift, prescribed for the Child, purchased by or for the Child, or

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purchased using the Child's Medicaid or other benefits, which include, but are not limited to, medication, Medical/Healthcare Items, toys, money, gift cards, allowances, televisions, radios, and CDs and electronics.

**Preparation for Adult Living (PAL) Activities:** Benefits and services provided to Children in DFPS-paid Substitute Care who are age 16 or older and likely to remain in foster care until at least age 18, who can qualify for services up to their 21st birthday. Services and benefits may include:

- A) Ansell-Casey Life Skills Assessment to assess strengths and needs in life skills;
- B) Life Skills training in core areas including financial management;
- C) Job readiness and life decisions/responsibility;
- D) Educational/vocational services;
- E) Transitional Living Allowance (TLA) up to \$1000 (distributed in increments up to \$500 per month for children who participate in PAL Life Skills training, to help children with initial start-up costs in adult living);
- F) After Care Room and Board (ACRB) assistance, based on need, up to \$500 per month for rent, utility deposits, food, etc. (not to exceed \$3000 of accumulated payments per Child);
- G) Case management to help Children with self sufficiency planning and resource coordination;
- H) Teen conferences;
- I) Leadership development activities; and
- J) Additional supportive services, based on need and availability of funds, such as mentoring services and driver's education.

**Primary Care Physician (PCP):** Primary Care Physician is a physician or provider who has been designated by STAR Health to provide a Medical Home to Members and who is responsible for providing initial and primary care to patients, maintaining the continuity of patient care, and initiating referral for care.

**Primary Medical Needs:** A Child with Primary Medical Needs is one who cannot live without mechanical supports or the services of others because of non-temporary, life-threatening conditions (40 TAC §748.61, §749.61 and §750.61).

**Programmatic Services:** Types of services licensed and regulated by the DFPS Licensing Division, which include Child-Care Services, Treatment Services, Emergency Care Services, Transitional Living Program, Assessment Services Program, and Respite Child-Care Services (40 TAC §748.61, §749.61 and §750.61).

**Psychiatrist:** A licensed physician with advanced training in the diagnosis and treatment of mental and emotional disorders.

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**Psychologist:** A person who holds a license to engage in the practice of psychology issued under Occupations Code §501.252.

**Reason to Believe (RTB):** A finding of RTB means that a preponderance of evidence indicates abuse/neglect/exploitation occurred. If any allegation disposition is RTB, the overall case disposition is RTB.

**Receiving Contractor:** Any individual or legal entity designated by and contracting with DFPS, after having received the Form 2085-FC, to provide or be responsible for the Residential Child Care of the Child.

**Relative:** A person connected to a Child by blood, marriage, or adoption.

**Residential Child Care:** The care, custody, supervision, assessment, training, education, or treatment of an unrelated Child or Children for 24 hours a day that occurs in a place other than the Child's own home.

**Return to Care:**

- A) A program designed for Children 18 to 22 years old who are eligible and sign an agreement to participate in this program. Eligible participants must have been in DFPS conservatorship at the time they turned 18 years old (or were on run away status at the time they turned 18 years old and their conservatorship case had not been dismissed), and want to return to foster care, and:
  - i. Attend high-school or a program leading toward a high school diploma and have not reached their 22nd birthday;
  - ii. Are enrolled at or within 30 days of placement in a course of instruction to prepare for the GED and have not reached their 21st birthday;
  - iii. Attend and, within two years, complete a certified vocational or technical program and have not reached their 21st birthday; or
  - iv. Return on a break from college or a technical or vocational program for at least one month, but no more than 4 months and have not reached their 21st birthday. (40 TAC 700.316)
- B) The return to Care program does not include Children over 18 years old who are overnight visitors or living in the homes of Foster Parents, and the Foster Parents are not receiving a foster care payment for the care of these Children. (40 TAC §745.601, §745.615, and §749.2653)

**School-Age Children:** Children eligible for Pre-Kindergarten through 12th Grade.

**Serious Incident:** Any non-routine occurrence that has an impact on the care, supervision, or treatment of a Child or Children. This includes, but is not limited to,

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suicide attempts, injuries requiring medical treatment, runaways, commission of a crime, and allegations of abuse or neglect or abusive treatment.

**Service Level Monitor:** The Contractor engaged by the Department to monitor the Contractor's performance and documentation related to the Service Level requirements set forth in Attachment C.

**Service Levels:** An authorized structure that categorizes the Child's needs into a graduated scale from minimal intervention to severe intervention. (TAC §§700.2301-2407)

**Service Management:** A clinical service performed by the STAR Health contractor (Superior/Cenpatico) to facilitate development of a health care service plan and coordination of clinical services among a member's primary care physician and specialty providers to ensure members with special health care needs have access to, and appropriately utilize, medically necessary covered services.

**Service Plan:** The Contractor's developed plan that addresses the services that will be provided to a Child to meet the Child's specific needs while placed in the Contractor's care.

**Social Skills:** Skills necessary to function in the community. Social Skills include, but are not limited to, the ability to communicate with others, knowledge of community resources, scheduling and attending medical appointments, interviewing for a job, cultural competency, and the ability to interact in various social situations.

**Special Immigrant Juvenile Status:** A designation that enables eligible undocumented Children in DFPS conservatorship to become permanent residents under the terms and conditions of U.S. Immigration and Customs Enforcement.

**STAR Health:** A comprehensive managed health care system for Children in the conservatorship of DFPS, young adults up to age 22 with a voluntary foster care agreement and young adults up to age 21 who are eligible for transitional Medicaid (left foster care following their 18th birthday).

**STAR Health Denial Letter:** A letter informing a Child's Caregiver that a request for service authorization from a Medical, Dental, Vision or Behavioral Health care provider will be or has been either denied or reduced in full or in part. The letter should also describe the process for appealing any such determination.

**Subcontractor:** A person or entity that delivers part or all of the services required of the primary Contractor under this contract and is not an employee of the primary



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Contractor. There is an agreement between the two persons and/or two entities whereby the primary Contractor authorizes the person or entity (Subcontractor) to deliver the service. There does not have to be any payment for services for the relationship to be considered a subcontract. For purposes of residential Contracts, Subcontractors include Behavioral Health providers (excluding Behavioral Health Services provided by Psychiatrists), Foster Parents, direct service providers, and management service providers. Examples of subcontracted management services could include nutritional consultation or services oversight. DFPS does not allow Contractors to subcontract for Case Management services. In accordance with Section 54 C) of this contract, DFPS will not approve the use of any subcontractor for Case Management Services. Subcontracts that purely provide support and ancillary services that are not directly related to the services required of the Contractor and that are not compensated based upon any sort of fee or revenue sharing arrangement related to the Contractor's payments from DFPS such as accounting/billing/payroll services or janitorial services are not required to have prior approval or a waiver of the right of approval in writing by the Department.

**Substitute Care:** The residential care and support provided to a:

- A) Child in the Department's managing conservatorship who has been placed in a living situation outside the Child's own home in order to protect the Child from abuse or neglect; or
- B) Child who has turned 18 years of age and has voluntarily agreed to participate in the Department's Extended Foster Care program or Return to Care program and meets the requirements of such.

**Superior:** The organization responsible for managing STAR Health.

**Supervise (children):** Awareness of and responsibility for a Child's ongoing activity. Supervision requires Caregivers to have knowledge of program and children's needs and to be accountable for service delivery. The operation is responsible for providing the degree of supervision indicated by a Child's age, developmental level; and physical, emotional, and social needs.

**Texas Health Steps:** A Children's program under Medicaid which provides medical and dental preventive care and treatment to Medicaid-enrolled Children from birth to 21 years of age.

**Trauma Informed Care (TIC) Training:** Child-centered, strength-based instruction that considers the unique culture, experiences and beliefs of the child and ensures that training participants understand and can apply the following:

- A) The impact that traumatic experiences have on the lives of Children;
- B) The symptoms of childhood trauma;

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- C) How to understand a Child's personal trauma history;
- D) How to recognize the Child's trauma triggers; and
- E) How to respond in ways that improve a Child's ability to trust, to feel safe, and to adapt to changes in the Child's environment.

**Treatment Services:** A specialized type of child-care services designed to treat and/or support Children with Emotional Disorders, Mental Retardation, Pervasive Developmental Disorder, and Primary Medical Needs as described in 40 TAC §748.61.

**Tuition and Fee Waiver:** A waiver of tuition and fees at state supported colleges, universities and vocational schools for eligible Children who are in DFPS conservatorship:

- A) On or after their 18th birthday; or
- B) The day they receive their high school diploma or its equivalent; or
- C) At age 14 or older are eligible for adoption. (Texas Education Code, §54.211.)

**Unplanned Discharge:** A discharge where the Department has not provided the Contractor advance notice of removal.

**Upheld:** A finding of RTB was sustained through an administrative review.

**Voluntary Extended Foster Care Agreement Form 2540:** The Department's form which documents the Child's agreement to voluntarily remain in Foster Care and outlines the categories of activity which qualify a Child to remain in Foster Care.

**Voluntary Return to Foster Care Agreement Form 2560:** The Department's form which documents a Child's agreement to voluntarily return to Foster Care and outlines the categories of activity which qualify a Child to return to Foster Care.

**Well-being Specialists:** DFPS liaisons to Superior, the company that operates the provider network for STAR Health, a Medicaid managed care health care program for Children in DFPS conservatorship and young adults who have aged out of care. Contact information for regional Well-being Specialists can be found at:  
<http://www.dfps.state.tx.us/About/Renewal/CPS/medical.asp>

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### **Service Level Descriptions**

#### **700.2301. BASIC SERVICE LEVEL**

The Basic Service Level consists of a supportive setting, preferably in a family, that is designed to maintain or improve the Child's functioning including:

- 1) Routine guidance and supervision to ensure the Child's safety and sense of security;
- 2) Affection, reassurance, and involvement in activities appropriate to the Child's age and development to promote the Child's well-being;
- 3) Contact, in a manner that is deemed in the best interest of the Child, with family members and other persons significant to the Child to maintain a sense of identity and culture; and
- 4) Access to therapeutic, habilitative, and medical intervention and guidance from professionals or paraprofessionals, on an as-needed basis, to help the Child maintain functioning appropriate to the Child's age and development.

#### **700.2303. CHARACTERISTICS OF A CHILD THAT NEEDS BASIC SERVICES**

A Child needing basic services is capable of responding to limit-setting or other interventions. The Children needing basic services may include:

- 1) A Child whose characteristics include one or more of the following:
  - A. Transient difficulties and occasional misbehavior;
  - B. Acting out in response to stress, but episodes of acting out are brief; and
  - C. Behavior that is minimally disturbing to others, but the behavior is considered typical for the Child's age and can be corrected.
- 2) A Child with developmental delays or mental retardation whose characteristics include minor to moderate difficulties with conceptual, social, and practical adaptive skills.

#### **700.2321. MODERATE SERVICE LEVEL**

- 1) The Moderate Service Level consists of a structured supportive setting, preferably in a family, in which most activities are designed to improve the Child's functioning including:
  - A. More than routine guidance and supervision to ensure the Child's safety and sense of security;
  - B. Affection, reassurance, and involvement in structured activities appropriate to the Child's age and development to promote the Child's well being;
  - C. Contact, in a manner that is deemed in the best interest of the Child, with family members and other persons significant to the Child to maintain a sense of identity and culture; and

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- D. Access to therapeutic, habilitative, and medical intervention and guidance from professionals or paraprofessionals to help the Child attain or maintain functioning appropriate to the Child's age and development.
- 2) In addition to the description in Subsection 1) of this Section, a Child with primary medical or habilitative needs may require intermittent interventions from a skilled caregiver who has demonstrated competence.

### **700.2323. CHARACTERISTICS OF A CHILD WHO NEEDS MODERATE SERVICES**

A Child needing moderate services has problems in one or more areas of functioning. The Children needing moderate services may include:

- 1) A Child whose characteristics include one or more of the following:
  - A. Frequent non-violent, anti-social acts;
  - B. Occasional physical aggression;
  - C. Minor self-injurious actions; and
  - D. Difficulties that present a moderate risk of harm to self or others.
- 2) A Child who abuses alcohol, drugs, or other conscious-altering substances whose characteristics include one or more of the following:
  - A. Substance abuse to the extent or frequency that the Child is at-risk of substantial problems; and
  - B. A historical diagnosis of substance abuse or dependency with a need for regular community support through groups or similar interventions.
- 3) A Child with developmental delays or mental retardation whose characteristics include:
  - A. Moderate to substantial difficulties with conceptual, social, and practical adaptive skills to include daily living and self-care; and
  - B. Moderate impairment in communication, cognition, or expressions of affect.
- 4) A Child with primary medical or habilitative needs, whose characteristics include one or more of the following:
  - A. Occasional exacerbations or intermittent interventions in relation to the diagnosed medical condition;
  - B. Limited daily living and self-care skills;
  - C. Ambulatory with assistance; and
  - D. Daily access to on-call, skilled caregivers with demonstrated competency.

### **700.2341. SPECIALIZED SERVICE LEVEL**

- 1) The Specialized Service Level consists of a treatment setting, preferably in a family, in which caregivers have specialized training to provide therapeutic, habilitative, and medical support and interventions including:
  - A. 24-hour supervision to ensure the Child's safety and sense of security, which includes close monitoring and increased limit setting;

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- B. Affection, reassurance, and involvement in therapeutic activities appropriate to the Child's age and development to promote the Child's well being;
  - C. Contact, in a manner that is deemed in the best interest of the Child, with family members and other persons significant to the Child to maintain a sense of identity and culture; and
  - D. Therapeutic, habilitative, and medical intervention and guidance that is regularly scheduled and professionally designed and supervised to help the Child attain functioning appropriate to the Child's age and development.
- 2) In addition to the description in Subsection 1) of this Section, a Child with primary medical or habilitative needs may require regular interventions from a caregiver who has demonstrated competence.

### **700.2343 CHARACTERISTICS OF A CHILD THAT NEEDS SPECIALIZED SERVICES**

A Child needing specialized services has severe problems in one or more areas of functioning. The Children needing specialized services may include:

- 1) A Child whose characteristics include one or more of the following:
  - A. Unpredictable non-violent, anti-social acts;
  - B. Frequent or unpredictable physical aggression;
  - C. Being markedly withdrawn and isolated;
  - D. Major self-injurious actions to include recent suicide attempts; and
  - E. Difficulties that present a significant risk of harm to self or others.
- 2) A Child who abuses alcohol, drugs, or other conscious-altering substances whose characteristics include one or more of the following:
  - A. Severe impairment because of the substance abuse; and
  - B. A primary diagnosis of substance abuse or dependency.
- 3) A Child with developmental delays or mental retardation whose characteristics include one or more of the following:
  - A. Severely impaired conceptual, social, and practical adaptive skills to include daily living and self-care;
  - B. Severe impairment in communication, cognition, or expressions of affect;
  - C. Lack of motivation or the inability to complete self-care activities or participate in social activities;
  - D. Inability to respond appropriately to an emergency; and
  - E. Multiple physical disabilities including sensory impairments.
- 4) A Child with primary medical or habilitative needs whose characteristics include one or more of the following:
  - A. Regular or frequent exacerbations or interventions in relation to the diagnosed medical condition;
  - B. Severely limited daily living and self-care skills;
  - C. Non-ambulatory or confined to a bed; and

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- D. Constant access to on-site, medically skilled caregivers with demonstrated competencies in the interventions needed by Children in their care.

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### **700.2361 INTENSE SERVICE LEVEL**

- 1) The Intense Service Level consists of a high degree of structure, preferably in a family, to limit the Child's access to environments as necessary to protect the Child. The caregivers have specialized training to provide intense therapeutic and habilitative supports and interventions with limited outside access, including:
  - A. 24-hour supervision to ensure the Child's safety and sense of security, which includes frequent one-to-one monitoring with the ability to provide immediate on-site response.
  - B. Affection, reassurance, and involvement in therapeutic activities appropriate to the Child's age and development to promote the Child's well being;
  - C. Contact, in a manner that is deemed in the best interest of the Child, with family members and other persons significant to the Child, to maintain a sense of identity and culture;
  - D. Therapeutic, habilitative, and medical intervention and guidance that is frequently scheduled and professionally designed and supervised to help the Child attain functioning more appropriate to the Child's age and development; and
  - E. Consistent and frequent attention, direction, and assistance to help the Child attain stabilization and connect appropriately with the Child's environment.
- 2) In addition to the description in Subsection 1) of this Section, a Child with developmental delays or mental retardation needs professionally directed, designed and monitored interventions to enhance mobility, communication, sensory, motor, and cognitive development, and self-help skills.
- 3) In addition to the description in Subsection 1) of this Section, a Child with primary medical or habilitative needs requires frequent and consistent interventions. The Child may be dependent on people or technology for accommodation and require interventions designed, monitored, or approved by an appropriately constituted interdisciplinary team.

### **700.2363 CHARACTERISTICS OF A CHILD THAT NEEDS INTENSE SERVICES**

A Child needing intense services has severe problems in one or more areas of functioning that present an imminent and critical danger of harm to self or others. The Children needing intense services may include:

- 1) A Child whose characteristics include one or more of the following:
  - A. Extreme physical aggression that causes harm;
  - B. Recurring major self-injurious actions to include serious suicide attempts;
  - C. Other difficulties that present a critical risk of harm to self or others; and
  - D. Severely impaired reality testing, communication skills, cognitive, affect, or personal hygiene.

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- 2) A Child who abuses alcohol, drugs, or other conscious-altering substances whose characteristics include a primary diagnosis of substance dependency in addition to being extremely aggressive or self-destructive to the point of causing harm.
- 3) A Child with developmental delays or mental retardation whose characteristics include one or more of the following:
  - A. Impairments so severe in conceptual, social, and practical adaptive skills that the Child's ability to actively participate in the program is limited and requires constant one-to-one supervision for the safety of self or others; and
  - B. A consistent inability to cooperate in self-care while requiring constant one-to-one supervision for the safety of self or others.
- 4) A Child with primary medical or habilitative needs that present an imminent and critical medical risk whose characteristics include one or more of the following:
  - A. Frequent acute exacerbations and chronic, intensive interventions in relation to the diagnosed medical condition;
  - B. Inability to perform daily living or self-care skills; and
  - C. 24-hour on-site, medical supervision to sustain life support.



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### 100 SUPERVISION

#### **B100 BASIC SERVICE LEVEL SUPERVISION**

- B100.01** The Caregiver provides a supportive setting, preferably a family that is designed to maintain or improve the Child's functioning by establishing clear rules appropriate to the developmental and functional levels of the Child.
- B100.02** The Caregiver establishes a clear system of rewards and consequences.
- B100.03** The Caregiver supervises a Child through guidance to ensure the Child's safety and sense of security.
- B100.04** The Caregiver provides regular daily supervision. The Caregiver will consider the following primary factors that impact supervision: Time, environment, activities, caregivers, admission and service plans, age of Child, high-risk behaviors and any other factors important in assessing supervision.
- B100.05** The Caregiver provides a proper balance between supervision, autonomy and independence.

#### **M100 MODERATE SERVICE LEVEL SUPERVISION**

The Caregiver provides supervision that is required at the Basic Service Level

- M100.01** The Caregiver provides more than routine supervision with additional structure and support, preferably in a family-like setting. The supervision should include structured daily routines with limit setting.
- M100.02** For a Child with developmental delays, mental retardation, primary medical or habilitative needs, the Caregiver provides regular daily supervision.
- M100.03** For a Child with primary medical or habilitative needs the caregiver provides, as appropriate, intermittent interventions that typically consist of verbal guidance, assistance, and monitoring from a Caregiver.

#### **S100 SPECIALIZED SERVICE LEVEL SUPERVISION**

In addition to the supervision required at the Moderate Service Level:

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- S100.01** The provider has a written policy statement describing how supervision is provided and explaining how the program is structured to stabilize or improve the Child's functioning.
- S100.02** The provider has specialized training to provide therapeutic and habilitative support and interventions in a treatment setting.
- S100.03** The provider has an adequate number of caregivers available at all time to meet a Child's needs, taking into account the Child's age, medical, physical and mental condition, and other factors that affect the amount of supervision required.
- S100.04** The provider has written plans for the direct, continuous observation of a Child who presents a significant risk of harm to self or others.
- S100.05** For a Child with developmental delays or mental retardation the caregiver provides close daily supervision.
- S100.06** For a Child with primary medical or habilitative needs the caregiver provides constant supervision and, as appropriate, extensive intervention which typically consists of physical intervention, assistance, and monitoring from a caregiver.

### **I 100 INTENSE SERVICE LEVEL SUPERVISION**

In addition to the supervision required at the Specialized Service Level;

- I 100.01** The Caregiver has specialized training to provide intense therapeutic and habilitative support and interventions in a highly structured treatment setting with little outside access.
- I 100.02** An adequate number of caregivers are available to provide 24-hour supervision.
- I 100.03** For a Child with developmental delays or mental retardation the caregiver provides 24-hour supervision.
- I 100.04** For a Child with primary medical or habilitative needs the caregiver provides 24-hour close supervision and, as appropriate, frequent and continuous interventions which typically consist of hands-on physical intervention, assistance, and monitoring from a caregiver.

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### 101 Child-To-Caregiver Ratios

**B101 BASIC SERVICE LEVELS** The child-to-caregiver ratio must meet the applicable licensing standards.

**M101 MODERATE SERVICE LEVELS** The child-to-caregiver ratio must meet the applicable licensing standards.

**S101 SPECIALIZED SERVICE LEVELS** The child-to-caregiver ratio must meet the applicable licensing standards.

**S101.01** There must be a written staffing plan documenting the ability to provide awake caregivers throughout the night whenever necessary to meet the needs of a particular Child.

### **I 101 INTENSE SERVICE LEVEL CHILD-TO-CAREGIVER RATIOS**

**I 101.01** During all waking hours the child-to-caregiver ratio must be no more than 5 to 1.

**I 101.02** During sleep hours the Caregiver's child-to-caregiver ratio must meet the applicable licensing standards.

**I 101.03** There are enough caregivers, to provide 24-hour supervision to ensure the Child's safety and sense of security, which includes frequent one-to-one monitoring with the ability to provide immediate on-site response.

**I 101.04** The staffing patterns and assignments are documented in writing. The documentation includes the child-to-caregiver ratios, hours of coverage, and plans for providing backup caregivers in emergencies.

**I 101.05** The written staffing plan documents the ability to provide 1 to 1 child to caregiver ratio for 24 hours whenever necessary to meet the needs of a particular Child.

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### 200 – Medical

#### **B200 BASIC SERVICE LEVEL MEDICAL AND DENTAL SERVICES**

- B200.01** The Caregiver arranges for medical and dental services as determined by an agreement between the caregiver and FPS. The medical and dental services include routine services, annual check-ups, and services that are medically necessary.
- B200.02** The Caregiver documents in the Child's record that the Child received these services.
- B200.03** The Caregiver ensures that all the medications the Child needs are administered as prescribed by the physician.
- B200.04** The Caregiver ensures Children are taught age and developmentally appropriate sex education. This can include reproductive health, healthy romantic relationships, being sexually responsible, provide access to appropriate pregnancy prevention information and discuss sexually transmitted infections

#### **M200 MODERATE SERVICE LEVEL MEDICAL AND DENTAL SERVICES**

The Caregiver arranges for or ensures the same medical and dental services that are required at the Basic Service Level.

- M200.01** For a Child, receiving psychotropic medication, a physician, as often as clinically necessary and appropriate, must monitor the Child's condition.
- M200.02** For a Child, with developmental disabilities, mental retardation, primary medical or habilitative needs, the caregiver arranges, as appropriate, for licensed nursing services, assistance with mobility, and routine adjustment or replacement of medical equipment.

#### **S200 SPECIALIZED SERVICE LEVEL MEDICAL AND DENTAL**

The provider arranges for or ensures the same medical and dental services that are required at the Moderate Service Level.

- S200.01** The provider has a written plan, agreement, or contract with medical personnel to provide routine medical, nursing and psychiatric services based on the needs of the Child as identified in the Child's service plan. The plan or agreement for medical, nursing and psychiatric services must include provisions for timely access to services in emergencies. The plan or agreement must also be sufficient to ensure appropriate monitoring of chronic but stable physical illnesses.
- S200.02** For a Child with developmental disabilities, mental retardation, primary medical or habilitative needs the provider also arranges, as appropriate,

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for: consistent and frequent medical attention; a skilled caregiver to provide medical assistance; an on-call nurse to be available; assistance with mobility; and administering of life-support medications and treatments.

### **I 200 INTENSE SERVICE LEVEL MEDICAL AND DENTAL SERVICES**

The provider arranges for or ensures the same medical and dental services that are required at the Specialized Service Level.

- I 200.01** In addition, the provider has a written plan, agreement, or contract with medical personnel to provide 24-hour, on-call medical, nursing and psychiatric services based on the needs of the Child as identified in the Child's service plan. The plan or agreement for medical, nursing and psychiatric services must include provisions for timely access to services in emergencies. The plan or agreement must also be sufficient to ensure appropriate monitoring of chronic illnesses.
- I 200.02** For a Child with developmental disabilities, mental retardation, primary medical or habilitative needs, the provider also arranges, as appropriate, for 24-hour medical or nursing supervision; 24-hour availability of nursing, medical, and psychiatric services; and 1 to 1 supervision during the provision of medical and dental services.

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### 300-Recreation

#### **B300 BASIC SERVICE LEVEL RECREATIONAL AND LEISURE-TIME SERVICES**

- B300.01** The Caregiver ensures that opportunities to participate in community activities, such as school sports or other extracurricular school activities, church activities, or local social events, are available to the Child.
- B300.02** The Caregiver organizes family activities that identify, recognize and reinforce the support that is available to the Child.

#### **M300 MODERATE SERVICE LEVEL RECREATIONAL AND LEISURE-TIME SERVICES**

In addition to the recreation and leisure-time services required at the Basic Service Level also:

- M300.01** The Caregiver arranges and supervises structured daily routines for the Child that includes recreational and leisure-time activities.
- M300.02** The Caregiver ensures the activities are designed to meet the Child's therapeutic, developmental, and medical needs.
- M300.03** The Caregiver documents the daily routine and the recreational and leisure-time activities the Child participated in.
- M300.04** The Caregiver allows enough flexibility in the daily routine and the activities for the Child to manage his time based on his individual goals.
- M300.05** The Caregiver provides activities that are modified to meet any restrictions or limitations, due to a Child's developmental disability, mental retardation, or medical condition.

#### **S300 SPECIALIZED SERVICE LEVEL RECREATIONAL AND LEISURE-TIME SERVICES**

In addition to the recreation and leisure time-services required at the Moderate Service Level:

- S300.01** The structured daily routine and the recreational and leisure-time activities are designed to address the needs of the Children in care.
- S300.02** The therapeutic value of each activity based on the Child's service plan is documented.
- S300.03** If the Child has primary medical or habilitative needs, recreational and leisure-time activities may require medical and physical supports.

#### **I300 INTENSE SERVICE LEVEL RECREATIONAL AND LEISURE-TIME SERVICES**

In addition to the recreation and leisure-time services required at the Specialized Service Level,

- I300.01** An interdisciplinary team of professionals who are qualified to address the Child's individual needs designs an individualized service plan. The individual recreation plan must specify the structured daily routine and the recreational and leisure-time activities and must be included in the Child's service plan.

## Residential Child-Care Contract Attachment "C"

**I 300.02** If the Child has primary medical or habilitative needs, the recreational and leisure-time activities may require 1-to-1 medical and physical supports.

## Residential Child-Care Contract Attachment "C"

### 400 – Education

#### **B400 BASIC SERVICE LEVEL EDUCATIONAL SERVICES**

- B400.01** Access to a free and appropriate education within the limits of state and federal law is arranged and ensured for each Child.
- B400.02** Reasonable support and assistance will be provided for each Child who qualifies as a special education student under the Individual with Disabilities Education Act to ensure that the appropriate educational and related services, including Early Childhood Intervention, are available in the least restrictive environment appropriate. This may include the necessity to participate in the Admission, Review and Dismissal Committee to develop the Individual Education Plan explaining how the student will be educated.

#### **B401 BASIC, MODERATE, SPECIALIZED AND INTENSE SERVICE LEVELS SCHOOLING**

A Child needs:

- B401.01** a public school accredited by the Texas Education Agency (TEA);
- B401.02** a special "nonpublic-school" with an educational program approved by TEA;
- B401.03** a private or other nonpublic school accredited under the requirements of the Texas Private School Accreditation Commission (TPSAC) a private or other nonpublic school that has applied for accreditation under the requirements of TPSAC.

#### **M400 MODERATE SERVICE LEVEL EDUCATIONAL SERVICES**

In addition to the educational services required at the Basic Service Level,

- M400.01** Additional structure and educational support is provided.

#### **S400 SPECIALIZED SERVICE LEVEL EDUCATIONAL SERVICES**

In addition to the educational services required at the Moderate Service Level.

- S400.01** The Caregiver must coordinate the Child's educational and related services with the Child's service plan, and document their consistency.
- S400.02** The Caregiver must designate a liaison with the Child's school.
- S400.03** The Caregiver must document the liaison's involvement in the Child's schooling.
- S400.04** The Caregiver must document a written description of the relationship between the provider and the school district; or a written agreement between the provider and the school district outlining the responsibilities of each party; and including procedures for resolving conflicts.



## Residential Child-Care Contract Attachment "C"

### **I 400 INTENSE SERVICE LEVEL EDUCATIONAL SERVICES**

In addition to the educational services required at the Specialized Service Level,

- I 400.01** One to one support, as appropriate, is provided by caregivers knowledgeable and trained to deal with the Child's special needs and to encourage the Child to participate in the education process.

## Residential Child-Care Contract Attachment "C"

### 500 - Casework and Support Services

#### **B500 BASIC SERVICE LEVEL CASEWORK AND SUPPORT SERVICES**

Services that are designed to maintain and improve the Child's functioning are provided in a family setting.

- B500.01** Assistance and support in developing or maintaining social skills appropriate to the Child's age and development is provided.
- B500.02** Affection, reassurance and involvement in activities appropriate to the Child's age and development to promote the Child's well being must be provided.
- B500.03** Support in helping the Child adjust to the current placement must be provided.
- B500.04** Access to therapeutic, habilitative and medical support addressing the therapeutic habilitative and medical support services are provided, they must be documented.

#### **M500 MODERATE SERVICE LEVEL CASEWORK AND SUPPORT SERVICES**

In addition to the casework and support services that are required at the Basic Service Level, additional structure and support is provided in a family-like setting.

- M500.01** The provider also ensures that all caregivers receive support and direction from someone who is qualified to supervise their functioning as a caregiver.
- M500.02** The provider also ensures completion of a diagnostic assessment on each Child within 30 days of admission. The assessment must address the Child's strengths and needs in the following areas: physical; psychological; behavioral; family; social; and educational.
- M500.03** The provider ensures provision of intermittent therapeutic, habilitative and medical interventions in an environment designed to help the Child attain or maintain functioning appropriate to the Child's age and development.
- M500.04** The provider also ensures provision of individual, group, and family therapy for those Children who need therapy by professional therapists or counselors or paraprofessional staff under the direct supervision of professional therapists or counselors.
- M500.05** The provider also ensures documentation of the provider's philosophy and program model governing therapeutic interventions and treatments and ensures that the therapeutic or habilitative program addresses the Child's individual needs.
- M500.06** The provider ensures a written schedule of structured daily routines that is consistent with the provider's programs of therapeutic support.

## Residential Child-Care Contract Attachment "C"

**M500.07** If the Child qualifies for substance abuse services, the provider arranges for a substance abuse assessment and intensive therapeutic interventions. The therapeutic interventions may be provided on an outpatient basis and may include individual, family, or group therapy.

### **S500 SPECIALIZED SERVICE LEVEL CASEWORK AND SUPPORT SERVICES**

In addition to the casework and support services that is required at the Moderate Service Level,

**S500.01** Therapeutic, habilitative and medical interventions that are regularly scheduled, and professionally designed and supervised to help the Child attain functioning appropriate to the Child's age and development must be provided.

**S500.02** Individual, group, and family therapy by professional therapists or counselors for those Children who need therapy, must be provided.

**S500.03** If the Child qualifies for substance abuse services, the provider arranges for the Child to participate in a substance abuse treatment program. The program may be either residential or nonresidential. Before arranging admission to a residential substance abuse treatment program, the Contractor must obtain prior written approval from the CPS caseworker and supervisor, and notify the Regional Placement Team.

### **I500 INTENSE SERVICE LEVEL CASEWORK AND SUPPORT SERVICES**

In addition to the casework and support services required at the Specialized Service Level,

**I500.01** The Child is provided with frequent and intense therapeutic, habilitative and medical interventions that are individually designed to stabilize the Child's condition.

## Residential Child-Care Contract Attachment "C"

### 501 - Service Plans

#### **B501 BASIC SERVICE LEVEL SERVICE PLAN REQUIREMENTS**

- B501.01** A service plan must be developed within 30 calendar days of the Child's admission.
- B501.02** The service plan must be based on the Child's plan for permanency.
- B501.03** The service plan must identify strengths and document strategies to address the Child's medical and dental needs, developmental, educational and vocational needs, including life skills appropriate to the Child's age and development, family contact needs; social needs; and emotional needs.
- B501.04** The caregiver and the Child, as appropriate, actively participate in the development, implementation, and periodic review of the service plan.
- B501.05** The provider must periodically review service plans according to the appropriate licensing standard.

#### **M501 MODERATE SERVICE LEVEL SERVICE PLAN REQUIREMENTS**

In addition to the service plan requirements at the Basic Service Level,

- M501.01** The provider must have a case manager to coordinate implementation of the service plan.
- M501.02** The provider must develop a service plan based on the diagnostic needs assessment for each Child within 30 calendar days of the Child's admission. This plan must include:
- A. An estimate of the length of time the Child will remain in care;
  - B. A description of the goals of service;
  - C. Specific instructions for caregivers;
  - D. A transition plan; and
  - E. Documentation of:
    - i. The plan having been shared with the Child and the Child's parents or managing conservator; and
    - ii. The Child's care to date.
- M501.03** The provider must, when reviewing a service plan:
- A) Evaluate the services to date that have been provided to the Child in each domain or function; and
  - B) Identify any additional need that has arisen since the previous service plan was developed.

#### **S501 SPECIALIZED SERVICE LEVEL SERVICE PLAN REQUIREMENTS**

In addition to the service plan requirements at the Moderate Service Level,

- S501.01** An initial service plan for each Child is developed within 72 hours of the Child's admission.

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- S501.02** The diagnostic needs assessment and service plan for each Child are developed by an interdisciplinary team or a full-time staff member with three years of experience in treating Children with similar characteristics who has a master's degree in a mental health field from an accredited college or university and is licensed as a therapist or counselor or has a professional medical license.

### **I501 INTENSE SERVICE LEVEL SERVICE PLAN REQUIREMENTS**

In addition to the service plan requirement at the Specialized Service Level, the provider must expand the service plan to cover all of the Child's waking hours and include:

- I501.01** A description of the emotional, behavioral, and physical conditions that require intense services;
- I501.02** A description of the emotional, behavioral, and physical conditions the Child must achieve and maintain to be assigned to a lower Service Level;
- I501.03** A description of the special treatment program and other services and activities that are planned to help the Child achieve and maintain a condition allowing a lower Service Level;
- I501.04** Criteria for re-evaluating the Child's condition after 90 days and deciding whether to continue the placement at the Intense Service Level; continue the placement at a lower Service Level; transfer the Child to a less restrictive setting; or refer the Child to an inpatient hospital; and,
- I501.05** The provider must ensure that an interdisciplinary team of professionals develop, review, and supervise each Child's service plan.

## Residential Child-Care Contract Attachment "C"

### 502 Training

#### **B502 BASIC CARE LEVEL TRAINING REQUIREMENTS**

**B502.01** Each family unit must receive at least 20 hours of training every year to help them understand the needs and characteristics of Children in care provide the care and emotional support that Children need and appropriately manage Children's behavior.

Note: First-aid and cardiopulmonary-resuscitation training cannot be counted toward meeting this annual training requirement. However, hours earned renewing First-aid and cardiopulmonary resuscitation may be counted toward the annual requirement.

**B502.02** When a foster parent is absent from the home for an extended time for military service or employment, training requirements may be adjusted, consistent with Minimum Standards §749.951.

**B502.03** Each direct care staff must receive trauma informed care training annually. Each newly hired direct care staff must receive trauma informed care training within 60 days of hire or foster home verification. Certification of completed trauma informed care training must be placed in staff and foster parent records containing the training staff signature, completion date and number of hours. Trauma Informed Care training is available at no cost at the following website:  
<http://www.fostercaretx.com/about-us/centene-corporation/training/>.

Note: No minimum hours of trauma informed care training is required. Hours earned for trauma informed care training may be counted towards pre-service training requirements.

#### **M502 MODERATE SERVICE LEVEL TRAINING REQUIREMENTS**

In addition to the training requirements at the Basic Service Level,

**M502.01** Each Caregiver must receive pre-service training in areas appropriate to the needs and characteristics of Children in care. At the conclusion of pre-service training, every foster family must have an individualized annual foster family training plan based on the population of Children that the foster family serves.

**M502.02** The number of hours of annual training required at the Moderate Service Level is 30 hours per caregiver. These hours of training must help the caregiver understand the provider's therapeutic and habilitative treatment modalities service programming and behavior management programs.

## Residential Child-Care Contract Attachment "C"

- M502.03** All Caregivers who administer psychotropic medications must receive training on psychotropic medications.
- M502.04** A licensed physician, a registered nurse, or a pharmacist must conduct Training on psychotropic medication.
- M502.05** The trainer assesses each participant, after the psychotropic medication training, to ensure that the participant has learned the course content.
- M502.06** The training course provided to caregivers includes identification of the psychotropic medications; basic pharmacology (the actions and side effects of, and possible adverse reactions to, various medications); techniques and methods of administering medications; and related policies and procedures.

Note: The training received on psychotropic medication may be counted toward the annual training requirement. A provider will be exempt from this training requirement if the provider has a written policy statement specifying that the provider does not accept or maintain Children on psychotropic medications.

### **S502 SPECIALIZED SERVICE LEVEL TRAINING REQUIREMENTS**

In addition to the training requirements at the Moderate Service Level,

- S502.01** New Caregivers without previous experience in a residential childcare may not be assigned sole responsibility for any Child until the new caregiver has been supervised for at least 40 hours while conducting direct child-care duties. An experienced Caregiver must be physically available to each new caregiver at all times, until the new Caregiver acquires the supervised experience. The provider must document the supervised child-care experience of every caregiver who provides direct care to Children. Documented verification of a minimum of one year relevant experience to the population that the Caregiver would serve, such as Children with primary medical needs, pervasive development disorders, mental retardation, emotional disorders and physical disabilities, may permit new Caregivers to be waived from the 40-hour supervision requirement.
- S502.02** All Caregivers must receive 50 hours of training each year with the exception of caregivers in foster homes verified by child-placing agencies,
- S502.03** Caregivers in foster homes verified by child-placing agencies must meet the following requirements: for homes with two or more caregivers, each Caregiver must receive at least 30 hours of training; OR for homes with one Caregiver, the Caregiver must receive at least 30 hours of training.

## Residential Child-Care Contract Attachment "C"

### 503 Personnel

#### **B503 BASIC SERVICE LEVEL PERSONNEL REQUIREMENTS**

Providers must ensure that all caregivers and staff members meet all appropriate licensing and contract requirements.

#### **M503 MODERATE SERVICE LEVEL PERSONNEL REQUIREMENTS**

In addition to the personnel requirements at the Basic Service Level, the provider must also meet the following requirements:

- M503.01** The staff includes at least one case manager.
- M503.02** The casework and clinical supervisory staff have at least one year of experience in providing services to Children who have been removed from their homes.
- M503.03** Each staff member with primary administrative and clinical responsibility for managing the therapeutic interventions and programs:
- A. Is a psychiatrist; or
  - B. Is a psychologist; or
  - C. Has a master's degree in social work or another field of human services, and is an appropriately licensed and qualified paraprofessional or professional under the program model governing the provider's therapeutic interventions and treatments; or
  - D. Has a bachelor's degree in social work or another field of human services, and at least three years of experience in providing care to Children who have been removed from their homes; or
  - E. Has a bachelor's degree in a field other than human services, and at least five years of experience in providing care to Children who have been removed from their homes, including at least two years of clinical supervisory experience.
- M503.04** Professional therapists, or paraprofessional staff under the direct supervision of professional therapists, conduct interventions, such as individual, group, and family therapy.
- M503.05** The provider documents the treatment-plan strategies developed for, and the hours of therapeutic services and types of intervention provided to, the Children in care.



## Residential Child-Care Contract Attachment "C"

- M503.06** The provider documents the number of paraprofessional or professional staff scheduled to provide therapeutic interactions.
- M503.07** The provider has enough appropriately qualified paraprofessional or professional staff available on a full-time, part-time, or consulting basis to assess and address the needs of all the Children in care.
- M503.08** The provider has a professional-staffing plan that: includes a detailed description of the qualifications, responsibilities, and authority of every paraprofessional or professional position; indicates whether each such position is filled on a full-time, part-time, or consulting basis; and specifies the frequency and hours of service for each position.
- M503.09** The provider has ensured that the professional-staffing plan assigns responsibilities for conducting diagnostic assessments, developing and reviewing service plans, and providing treatment services.

### **S503 SPECIALIZED SERVICE LEVEL PERSONNEL REQUIREMENTS**

In addition to the personnel requirements at the Moderate Service Level,

- S503.01** The provider arranges for interventions such as individual, group, and family therapy to be conducted by professional therapists; or behavior or medical intervention as directed by the service plan.

### **I503 INTENSE SERVICE LEVEL PERSONNEL REQUIREMENTS**

In addition to the personnel requirements at the Specialized Service Level,

- I503.01** The provider ensures that a physician recommends and approves services at the time of the initial diagnosis and at each review.
- I503.02** The individual treatment program is developed by an interdisciplinary team to address the Child's intense needs.

## **Residential Child-Care Contract Attachment “D”**

### **Intermittent Alternate Care**

Intermittent Alternate Care is a planned alternative 24-hour care provided for a Child by a licensed Child-Placing Agency as part of the agency or home's regulated child care. The purpose of Intermittent Alternate Care is to provide relief to the primary Caregiver. For the purpose of this Contract, an Intermittent Alternate Care episode is one that lasts for more than 72 hours. Any episode lasting fewer than 72 hours is not considered Intermittent Alternate Care.

- A. The Department may allow contracted Child-Placing Agencies to utilize Intermittent Alternate Care to:
  - i. Provide Foster Parents additional supports for child-care responsibilities;
  - ii. Increase the retention of Foster Parents;
  - iii. Decrease the number of moves Children experience; and
  - iv. Promote the overall development and permanency needs for Children in foster care.
  
- B. Child-Placing Agencies that are permitted to use Intermittent Alternate Care must do so according to the following guidelines:
  - i. For the purpose of this Contract, an Intermittent Alternate Care episode is one that lasts more than 72 hours;
  - ii. Intermittent Alternate Care may not last for longer than 14 days for each Child;
  - iii. If Intermittent Alternate Care is needed for more than 14 days, the Contractor must contact the Department's Caseworker or the Caseworker's supervisor as soon as it is determined the Child needs Intermittent Alternate Care for more than 14 days in order to secure a new placement for the Child;
  - iv. When a Child completes an Intermittent Alternate Care episode, the Child may not return to Intermittent Alternate Care for at least 10 days;
  - v. A foster home providing Intermittent Alternate Care services must allow a minimum of 10 days between the completion of one Intermittent Alternate Care episode and the beginning of the next episode, unless the home is verified exclusively to provide Intermittent Alternate Care; and
  - vi. The Department reserves the right to permit an increased length of stay when it determines that it is in the Child's best interest and has been approved in writing by the CPS Supervisor or designee.

## **Residential Child-Care Contract Attachment "D"**

- C. When providing Intermittent Alternate Care, contracted Child-Placing Agencies must:
- i. Document the appropriateness of the Intermittent Alternate Care provider to ensure the health and safety of all Children in Intermittent Alternate Care;
  - ii. Ensure that Intermittent Alternate Care is not detrimental to the Child;
  - iii. Approve each episode of Intermittent Alternate Care in their homes and each time one of their homes uses Intermittent Alternate Care for a Child in care;
  - iv. Obtain written approval from the Child's caseworker before obtaining Intermittent Alternate Care services for the Child;
  - v. Ensure that applicable Licensing Minimum Standards are met;
  - vi. Ensure that each Child receiving Intermittent Alternate Care services in one of the Contractor's homes is provided with appropriate sleeping arrangements. This includes comfortable bedding and living arrangements that are behavioral, gender and age appropriate. Appropriate supervision must be provided at all times to ensure Children's health and safety; and
  - vii. Ensure that the following information about a Child's specific needs is provided to the Intermittent Alternate Care provider to ensure continuity of care:
    - a. Medical Care that is currently being provided;
    - b. Psychiatric care that is currently being provided;
    - c. The Child's medication regimen and instructions;
    - d. Psychological care that is currently being provided;
    - e. Sleeping information;
    - f. Discipline instructions;
    - g. Relevant appointments such as family and sibling visits;
    - h. Other pertinent information that would benefit the Intermittent Alternate Care provider; and
    - i. Any expectations that the Contractor may have of the Intermittent Alternate Care provider.
- D. The Contractor must ensure that all Intermittent Alternate Care providers used by the Contractor are within one of the following categories:
- i. Foster Parents verified by DFPS or a licensed Child-Placing Agency;
  - ii. Foster Parents licensed by the DFPS Child-Care Licensing Division;
  - iii. Facilities that provide residential Child-Care Services and have been licensed or verified through the DFPS Child-Care Licensing Division;

## **Residential Child-Care Contract Attachment “D”**

- iv. Businesses that have a Home and Community-Support Services Certificate from or are verified through the Texas Department of Aging and Disability Services (DADS); or
- v. An approved individual who meets a minimum set of requirements. These requirements include:
  - a. Criminal Background Checks on all individuals or persons living in the home age 14 years of age and older;
  - b. Background Checks on all household members age 14 years old and older;
  - c. Proof of current infant/child/adult CPR and first aid certification for the provider;
  - d. Proof of negative tuberculosis tests for all household members; and
  - e. Agrees to follow the Contractor’s Discipline and confidentiality policies. (CPS policy 7462.1)

# **Residential Child-Care Contract Attachment “E”**

## **Special Terms and Conditions**

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## Residential Child-Care Contract Attachment "F"

### Performance Measures

#### Contract Output Measures.

**Output #1:** The Contractor makes regular updates to the CPS Child Placement Vacancy Database.

**Performance Period:** Contractor performance for this output is determined for each month of the Contract Period, either wholly or partially, depending on the Contract start and end dates.

**Indicator:** Percentage of business days that the Contractor updated its own information in the CPS Child Placement Vacancy Database.

**Target:** 90%

**Purpose:** The purpose of this measure is to evaluate the Contractor's success providing reliable placement vacancy information to the Department.

**Data Source:** CPS Child Placement Vacancy Database

#### Methodology:

The numerator is the number of business days reviewed where the Contractor updated or confirmed placement vacancies in the Child Placement Vacancy Database.

To access the database and a list of State holidays select Update Provider Vacancies at:

[https://qawww.dfps.state.tx.us/Child\\_Care/Search\\_Texas\\_Child\\_Care/ppFacilityLogin.asp](https://qawww.dfps.state.tx.us/Child_Care/Search_Texas_Child_Care/ppFacilityLogin.asp)

The denominator is the number of business days reviewed.

Divide the numerator by the denominator. Multiply by 100 and state as a percentage.

**Output #2:** Each Child's Education Portfolio is up-to-date.

**Performance Period:** Contractor performance for this output is determined for one or more of the following performance periods, wholly or partially, depending on the Contract start and end dates: September 1 through November 30,

## Residential Child-Care Contract Attachment "F"

December 1 through February 29, March 1 through May 31, and June 1 through August 31.

**Indicator:** Percentage of School-Age Children in DFPS conservatorship for 30 calendar days or more whose Education Portfolios are updated within 30 calendar days of all items requiring a portfolio change.

**Target:** 100%

**Purpose:** The purpose of this measure is to evaluate the Contractor's success providing current education information as described in Section 15.A) iv. of this Contract to successive Caregivers, the Department, and other necessary service providers in order to effectively meet the Child's education needs.

**Data Source:**

Performance Management Evaluation Tool (PMET): information reported by the Contractor:

- Number of School-Age Children in DFPS care for 30 calendar days or more whose Education Portfolios were updated within 30 calendar days of all items listed in Section 15.A)iv requiring a portfolio change during the performance period.
- Number of School-Age Children in DFPS care for 30 calendar days or more.

**Methodology:**

The numerator is the total number of School-Age Children with updated Education Portfolios as described in the Data Source.

The denominator is the total number of School-Age Children as described in the Data Source.

Divide the numerator by the denominator. Multiply by 100, and state as a percentage.

**Output #3:** The Child's placement is stabilized.

**Performance Period:** Contractor performance for this output is determined for one or more of the following performance periods, wholly or partially, depending on the Contract start and end dates: September 1 through November 30, December 1 through February 29, March 1 through May 31, and June 1 through August 31.

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**Indicator:** Average length of stay for Children who left a placement during the performance period, excluding certain reasons for discharge as described in the methodology.

**Target:** Baseline data will be collected statewide during the contract period to establish future targets.

**Purpose:** The purpose of this measure is to determine the Contractor's ability to meet a Child's needs without changing placements.

**Data Source:** Information Management Protecting Adults and Children in Texas (IMPACT)

**Methodology:** Methodologies vary by facility type and are detailed below.

**Methodology for CPA:** The denominator is the count of all Children who left a placement during the period, except those discharged for the following reasons:

Caregiver moved

Court ordered emancipation/legally married

Child placed in adoption

Child placed with relatives/fictive kin

Child placed in closer proximity to parent/relative

Foster home transferred to other CPA; Child remains in home

Exceeds 14 day limitation of being away from placement

The numerator is the sum of the number of days in placement for all Children included in the denominator. Divide the numerator by the denominator to calculate the average length of placement.

**Methodology for GRO-RTC or GRO-Treatment Services:** The denominator is the count of all Children who left a placement during the period, except those discharged for the following reasons:

Achieved therapeutic goal(s)

Court ordered emancipation/legally married

Child placed in adoption

Child placed with relatives/fictive kin

Child placed in closer proximity to parent/relative

Not least restrictive

Exceeds 14 day limitation of being away from placement

Not verified/licensed to serve



## Residential Child-Care Contract Attachment "F"

The numerator is the sum of the number of days in placement for all Children included in the denominator. Divide the numerator by the denominator to calculate the average length of placement.

**Methodology for GRO-Basic Child Care or GRO-Emergency Shelter:** The denominator is the count of all Children who left a placement during the period, except those discharged for the following reasons:

Court ordered emancipation/legally married

Child placed in adoption

Child placed with relatives/fictive kin

Child placed in closer proximity to parent/relative

Not least restrictive

Exceeds 14 day limitation of being away from placement

Not verified/licensed to serve

The numerator is the sum of the number of days in placement for all Children included in the denominator. Divide the numerator by the denominator to calculate the average length of placement.

*(The following output applies only to Child Placing Agencies.)*

### **Output #4: Children in substitute care move toward permanency.**

**Performance Period:** Contractor performance for this output is determined for one or more of the following performance periods, wholly or partially, depending on the Contract start and end dates: September 1 through November 30, December 1 through February 29, March 1 through May 31, and June 1 through August 31.

**Indicator:** Percentage of Children placed with the Contractor who experience two or fewer placements while in the care of the Contractor.

**Target:** Baseline data will be collected statewide during the contract period to establish future targets.

**Purpose:** The purpose of this measure is to evaluate the Contractor's effectiveness to provide the Child stability by working with the Child, DFPS and the foster family to minimize placement changes.

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**Data Source:** Information Management Protecting Adults and Children in Texas (IMPACT)

**Methodology:**

The numerator is the number of Children placed with the Contractor at any time during the performance period who had been in two or fewer placements while in the care of the Contractor.

The denominator is the number of Children placed with the Contractor at any time during the performance period.

Divide the numerator by the denominator. Multiply by 100, and state as a percentage.

*(The following output applies only to Child Placing Agencies.)*

**Output #5:** Children placed with a Contractor remain in the care of the Contractor.

**Performance Period:** Contractor performance for this output is determined for one or more of the following performance periods, wholly or partially, depending on the Contract start and end dates: September 1 through November 30, December 1 through February 29, March 1 through May 31, and June 1 through August 31.

**Indicator:** Percentage of discharged Children who do not experience a discharge initiated by the Contractor, with the exception of specific reasons determined to be, generally, in the best interest of the Child.

**Target:** Baseline data will be collected statewide during the contract period to establish future targets.

**Purpose:** The purpose of this measure is to reduce unplanned discharges of Children by the CPA.

**Data Source:** Information Management Protecting Adults and Children in Texas (IMPACT)

**Methodology:**

To determine the numerator, obtain the number of placement discharges initiated by the Contractor. Exclude those discharges for the specific reasons determined to be in the best interest of the Child. Subtract this from the total number of placement discharges. The denominator is the total number of placement

## Residential Child-Care Contract Attachment "F"

discharges. Divide the numerator by the denominator. Multiply by 100, and state as a percentage.

### **Contract Outcome Measures.**

**Outcome #1:** Children are safe in care.

**Performance Period:** Contractor performance for this outcome is determined for one or more of the following performance periods, wholly or partially, depending on the Contract start and end dates: September 1 through November 30, December 1 through February 29, March 1 through May 31, and June 1 through August 31.

**Indicator:** Percentage of Children under age 18 in contracted Residential Child-Care placements and in DFPS Managing Conservatorship who are not determined to be Designated Victims resulting in a Reason to Believe (RTB) disposition Upheld during the performance period.

**Target:** 100%

**Purpose:** The purpose of this measure is to evaluate the Contractor's success protecting Children in its care. This outcome directly relates to DFPS' mission to protect Children from abuse/neglect and to one of the federal outcomes measured by the Child and Family Services Review (CFSR) of the US Health and Human Services Administration for Children and Families.

**Data Source:** Information Management Protecting Adults and Children in Texas (IMPACT); information used for the performance period:

Facility (operation) as described in 40 TAC §745.37(3)(A)-(I), with an active Contract;

Number of DFPS placements in the contracted Facility that were active at any point during the performance period; and

Number of Designated Victims at the Facility for which a disposition of RTB was Upheld.

**Methodology:** The numerator is the number of Children who are/were in DFPS Managing Conservatorship, placed with the Contractor, and Designated Victims determined by a Residential Child-Care Licensing (RCCL) investigation, for which a disposition of RTB was Upheld during the performance period.

The denominator is the total number of Children in DFPS managing conservatorship placed with the Contractor during the performance period.

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Divide the numerator by the denominator. Subtract the result from one (1) to obtain the complimentary 'Children not Designated Victims' measurement. Multiply by 100 and state as a percentage.

**Outcome #2:** Children are safely maintained in their placement.

**Performance Period:** Contractor performance for this outcome is determined for one or more of the following performance periods, wholly or partially, depending on the Contract start and end dates: September 1 through November 30, December 1 through February 29, March 1 through May 31, and June 1 through August 31.

**Indicator:** Percentage and rate of Emergency Behavioral Interventions (EBIs) that do not result in a Reportable Injury to Children in care.

**Target:** Baseline data will be collected statewide during the contract period to establish future targets.

**Purpose:** The purpose of this measure is to monitor the Contractor's safe use of EBIs for Children in care.

**Data Sources:**

Performance Management Evaluation Tool (PMET)

Number of times EBIs were used that resulted in Reportable Injuries to Children during the performance period

Number of times EBIs were used during the performance period

Information Management Protecting Adults and Children in Texas (IMPACT); information used for the performance period: Total of the number of days of all Children in care during the performance period.

**Methodology:**

Percentage

The numerator is the total number of times EBIs were used as described in the Data Source, and resulted in a Reportable Injury to a Child during the performance period.

The denominator is the total number of times EBIs were used as described in the Data Source, during the performance period.

Divide the numerator by the denominator. Multiply by 100, and state as a percentage.

## Residential Child-Care Contract Attachment "F"

### Rate

The numerator is the total number of times EBIs were used as described in the Data Source, and resulted in a Reportable Injury to a Child during the performance period.

The denominator is the total of the number of days of all Children in care during the performance period.

Divide the numerator by the denominator. Divide by 100, and state as a rate per 100 care days.

**Outcome #3:** Children are safely maintained in their placement.

**Performance Period:** Contractor performance for this outcome is determined for one or more of the following performance periods, wholly or partially, depending on the Contract start and end dates: September 1 through November 30, December 1 through February 29, March 1 through May 31, and June 1 through August 31.

**Indicator:** Percentage and rate of Emergency Behavioral Interventions (EBIs), excluding short personal restraints, that result in a Non-Reportable Injury to Children in care.

**Target:** Baseline data will be collected statewide during the contract period to establish future targets.

**Purpose:** The purpose of this measure is to monitor the Contractor's safe use of EBIs for Children in care.

### Data Sources:

Performance Management Evaluation Tool (PMET)

Number of times EBIs, excluding short personal restraints, were used that resulted in Non-Reportable Injuries to Children during the performance period.

Number of times EBIs, excluding short personal restraints, were used during the performance period.

Information Management Protecting Adults and Children in Texas (IMPACT); information used for the performance period: Total of the number of days of all Children in care during the performance period.

### Methodology:

Percentage

## Residential Child-Care Contract Attachment "F"

The numerator is the total number of times EBIs were used as described in the Data Source, and resulted in a Non-Reportable Injury to a Child during the performance period.

The denominator is the total number of times EBIs were used as described in the Data Source, during the performance period.

Divide the numerator by the denominator. Multiply by 100, and state as a percentage.

### Rate

The numerator is the total number of times EBIs were used as described in the Data Source, and resulted in a Non-Reportable Injury to a Child during the performance period.

The denominator is the total of the number of days of all Children in care during the performance period.

Divide the numerator by the denominator. Divide by 100, and state as a rate per 100 care days.

**Outcome #4:** Children are able to maintain healthy Connections with caring Relatives and Fictive Kin who can provide a positive influence in their lives.

**Performance Period:** Contractor performance for this outcome is determined for one or more of the following performance periods, wholly or partially, depending on the Contract start and end dates: September 1 through November 30, December 1 through February 29, March 1 through May 31, and June 1 through August 31.

**Indicator:** Percentage of Children in care seven or more days who have a Relative or Fictive Kin, excluding parents and siblings, identified as appropriate for contact by DFPS and have at least one provider-initiated contact during the performance period.

**Target:** Baseline data will be collected statewide during the contract period to establish future targets.

**Purpose:** The purpose of this measure is to assess the Contractor's ability to help the Child maintain beneficial Connections with Relatives, and Fictive Kin, other than the parents or siblings.

## Residential Child-Care Contract Attachment "F"

**Data Source:** Contractor self-report to Performance Management Evaluation Tool (PMET)

Number of unduplicated Children in the Contractor's care seven or more days who had at least one Personal Contact during the performance period which was initiated by the Contractor, with a Relative or Fictive Kin, other than a parent or sibling, identified by DFPS as appropriate for contact.

(numerator)

Number of unduplicated Children in the Contractor's care seven or more days who had at least one Relative or Fictive Kin, other than a parent or sibling, identified by DFPS as appropriate for contact.

(denominator)

**Methodology:** Divide the numerator by the denominator. Multiply by 100, and state as a percentage.

**Outcome #5:** Children benefit from routine recreational activities, including extracurricular activities.

**Performance Period:** Contractor performance for this outcome is determined annually but measured throughout the contract period.

**Indicator:** Percentage of Children who routinely participate in one or more recreational activities, as described in Section 16 of this contract.

**Target:** Baseline data will be collected statewide during the contract period to establish future targets.

**Purpose:** The purpose of this measure is to determine the extent to which the Contractor is helping Children participate in a regular schedule of varied recreational activities they enjoy.

**Data Sources:**

Contract Monitoring - Children interviewed at monitoring determined to have participated in one or more routine recreational activities. (numerator)

Integrated Management and Reporting for Contracts (iMARC) - Number of Children identified as a statistically valid sample and interviewed. (denominator)

Methodology: Divide the numerator by the denominator. Multiply by 100, and state as a percentage.